



This is a digital copy of a book that was preserved for generations on library shelves before it was carefully scanned by Google as part of a project to make the world's books discoverable online.

It has survived long enough for the copyright to expire and the book to enter the public domain. A public domain book is one that was never subject to copyright or whose legal copyright term has expired. Whether a book is in the public domain may vary country to country. Public domain books are our gateways to the past, representing a wealth of history, culture and knowledge that's often difficult to discover.

Marks, notations and other marginalia present in the original volume will appear in this file - a reminder of this book's long journey from the publisher to a library and finally to you.

Usage guidelines

Google is proud to partner with libraries to digitize public domain materials and make them widely accessible. Public domain books belong to the public and we are merely their custodians. Nevertheless, this work is expensive, so in order to keep providing this resource, we have taken steps to prevent abuse by commercial parties, including placing technical restrictions on automated querying.

We also ask that you:

- + *Make non-commercial use of the files* We designed Google Book Search for use by individuals, and we request that you use these files for personal, non-commercial purposes.
- + *Refrain from automated querying* Do not send automated queries of any sort to Google's system: If you are conducting research on machine translation, optical character recognition or other areas where access to a large amount of text is helpful, please contact us. We encourage the use of public domain materials for these purposes and may be able to help.
- + *Maintain attribution* The Google "watermark" you see on each file is essential for informing people about this project and helping them find additional materials through Google Book Search. Please do not remove it.
- + *Keep it legal* Whatever your use, remember that you are responsible for ensuring that what you are doing is legal. Do not assume that just because we believe a book is in the public domain for users in the United States, that the work is also in the public domain for users in other countries. Whether a book is still in copyright varies from country to country, and we can't offer guidance on whether any specific use of any specific book is allowed. Please do not assume that a book's appearance in Google Book Search means it can be used in any manner anywhere in the world. Copyright infringement liability can be quite severe.

About Google Book Search

Google's mission is to organize the world's information and to make it universally accessible and useful. Google Book Search helps readers discover the world's books while helping authors and publishers reach new audiences. You can search through the full text of this book on the web at <http://books.google.com/>



Class JK 875

Book A7

13112

copy 2

HEARINGS

BEFORE THE

COMMITTEE ON EXPENDITURES IN THE
DEPARTMENT OF JUSTICE

HOUSE OF REPRESENTATIVES

262

S. 112

ON

HOUSE RESOLUTION NO. 103

TO INVESTIGATE THE EXPENDITURES IN THE
DEPARTMENT OF JUSTICE

MAY 31, 1911



WASHINGTON
GOVERNMENT PRINTING OFFICE
1911

Copy 2

JK 875
A7
1911e
Gry

EXPENDITURES IN THE DEPARTMENT OF JUSTICE.

[Committee Room 286, House Office Building. Telephone 583. Meets on call of chairman.]

COMMITTEE.

JACK BEALL, CHAIRMAN, *Texas.*

JAMES C. CANTRILL, *Kentucky.*

ELBERT A. HUBBARD, *Iowa.*

WILLIAM F. MURRAY, *Massachusetts.*

PAUL HOWLAND, *Ohio.*

SAMUEL A. WITHERSPOON, *Mississippi.*

STEPHEN G. PORTER, *Pennsylvania.*

JNO. E. HOLLINGSWORTH, *Clerk.*

1012

...

2. 7. 5.
EXPENDITURES IN THE DEPARTMENT OF JUSTICE.

COMMITTEE ON EXPENDITURES
IN THE DEPARTMENT OF JUSTICE,
Wednesday, May 31, 1911.

The committee this day met, Hon. Jack Beall (chairman) presiding.

The CHAIRMAN. Gentlemen, before we begin the examination of the Attorney General, Mr. Wickersham, I think it would be well to incorporate in the record section 42 of the Rules of the House, showing the jurisdiction of this committee, as well as the resolution that was passed giving authority to the committee in respect to the summoning of witnesses, etc.

Section 42 of the Rules of the House of Representatives reads as follows:

The examination of the accounts and expenditures of the several departments of the Government and the manner of keeping the same; the economy, justness, and correctness of such expenditures; their conformity with appropriation laws; the proper application of public moneys; the security of the Government against unjust and extravagant demands; retrenchment; the enforcement of the payment of moneys due to the United States; the economy and accountability of public officers; the abolishment of useless offices; the reduction or increase of the pay of officers, shall all be subjects within the jurisdiction of the nine standing committees on public expenditures in the several departments, as follows:

* * * * *
In the Department of Justice—to the Committee on Expenditures in the Department of Justice.

The resolution which passed the House of Representatives is as follows:

Resolved, That the Committees on Expenditures in the State Department, in the Treasury Department, in the War Department, in the Navy Department, in the Post Office Department, in the Interior Department, in the Department of Justice, in the Department of Agriculture, in the Department of Commerce and Labor, and on Public Buildings be, and they are hereby, instructed to proceed to examine into all the affairs of said departments as fully as is permitted to them and made their duty to do by the Rules of the House relating to said committees, respectively. And the investigations of said committees may cover such period in the past as each of said committees may deem necessary. And said committees, or any subcommittees thereof, shall have the power to subpoena and compel the attendance of witnesses and to examine them under oath and send for records, books, and papers and all other evidence that may be necessary to make the investigation full and complete, and that the Speaker shall have authority to sign and the Clerk to attest subpoenas during the recess of Congress. Said committees, or any subcommittees thereof, shall have authority to sit during any recess of this Congress.

Attest:

SOUTH TRIMBLE, Clerk.

The CHAIRMAN. The Attorney General has very kindly consented to come before us this morning and to give such information as he can with regard to his department. I hope the members of the committee will feel entirely free to propound any questions that they deem proper.

STATEMENT OF HON. GEORGE W. WICKERSHAM, ATTORNEY GENERAL.

The CHAIRMAN. I believe you assumed the office of Attorney General on the 4th of March, 1909?

Mr. WICKERSHAM. On the 5th of March.

The CHAIRMAN. Your predecessor was Mr. Bonaparte?

Mr. WICKERSHAM. Yes, sir.

The CHAIRMAN. I notice from the report that the expenditures in your department amount to something like \$10,000,000 and over?

Mr. WICKERSHAM. A trifle over \$10,000,000 which, of course, Mr. Chairman, you understand includes the expenses of United States courts which are paid through the Department of Justice.

The CHAIRMAN. In what way is this money disbursed? Is it disbursed through the disbursing officer of the department?

Mr. WICKERSHAM. It is all disbursed under the disbursing officers of the department.

The CHAIRMAN. I notice on pages 39 and 40 of your annual report that there is a summary of the expenditures of your department?

Mr. WICKERSHAM. Yes, sir.

The CHAIRMAN. I have had some difficulty in locating in that summary the appropriations made for the enforcement of the antitrust laws.

Mr. WICKERSHAM. I do not wonder.

The CHAIRMAN. I notice that in the preceding report that that appeared as a separate item.

Mr. WICKERSHAM. That is here also, but it is under this head, if you will look, "Enforcement of acts to regulate commerce." That appropriation relates both to acts to regulate commerce and the anti-trust law, \$200,000. That appropriation is entitled, if you will notice in the act, "for the enforcement of acts to regulate commerce and the act to prevent any unlawful trusts and monopolies."

The CHAIRMAN. How much of that appropriation was expended by your department for the year 1909?

Mr. WICKERSHAM. I think it was \$175,000, if I recollect. It may have been the full \$200,000, but substantially that amount. It is shown in my report for the year 1909.

The CHAIRMAN. It is my recollection that there was a balance of about \$135,000, that was supplemented by an appropriation of \$100,000 in the sundry civil bill of last year?

Mr. WICKERSHAM. You are right, in this way: Several years ago there was an appropriation made of \$500,000 for the enforcement of the antitrust laws and the acts to regulate commerce. That was made continuous, and from time to time in the appropriation acts the balance unexpended was made available for the succeeding year. That appropriation was therefore employed in my expenses under that head until it was substantially exhausted, when it was supplemented by an appropriation of \$100,000, I think it was, in 1909, and then the appropriation was made which is recorded here of \$200,000 for the year 1910. I am speaking from recollection, but I think that is substantially correct.

The CHAIRMAN. Is there likely to be any unexpended balance of the appropriation at the end of the present fiscal year?

Mr. WICKERSHAM. A very small amount, if any. I am endeavoring not to have a deficiency, but there will be very little balance.

The CHAIRMAN. I believe your department has jurisdiction over the different Federal penitentiaries?

Mr. WICKERSHAM. Yes, sir.

The CHAIRMAN. What supervision do you exercise over them, in what way do you superintend the expenditure of the money that is used for the penitentiaries, and what care is taken to see that there is a proper expenditure of the money appropriated?

Mr. WICKERSHAM. In the first place, there is a superintendent of prisons, who is an official of the Department of Justice, who has direct supervision of the penitentiaries. In the next place, all of the expenditures pass under the disbursing officer and the Auditor of the Treasury. In the third place, with respect to the construction which is going forward at the two principal penitentiaries, Atlanta and Leavenworth; there are the architects who, under the contract, pass upon the material and prices, and so on. Then, there is in each of the penitentiaries a clerk of the works; that is, a clerk who reports as to the actual receipt and delivery of material. Then, from time to time, I have an independent investigation made through the bureau of investigation of the department.

The CHAIRMAN. In this independent investigation do they look into any complaints that may be made as to the administration of the different Federal prisons?

Mr. WICKERSHAM. All complaints that are made, and especially complaints on the part of prisoners or discharged prisoners.

The CHAIRMAN. You exercise superintendence and control over all those matters?

Mr. WICKERSHAM. I do.

The CHAIRMAN. Have you any suggestion to make, aside from what is contained in your different reports, as to any economies that might be practiced in your department?

Mr. WICKERSHAM. No; because that subject is, as you know, Mr. Chairman, under consideration by the President's committee on economy and efficiency, and they have been giving very careful study to the subject of economy, and I am awaiting reports and suggestions from them. I have made a number of minor changes myself from time to time; but I have in mind no special recommendation at the present moment.

The CHAIRMAN. On page 134 of the 1909 report and on page 203 of the 1910 report there is a statement showing the special assistants to United States attorneys and the amount of compensation paid to each of them.

Mr. WICKERSHAM. Yes, sir.

The CHAIRMAN. I notice that there is a frequent notation that the amount of the compensation is "to be determined by the Attorney General." I believe you have the 1910 report before you?

Mr. WICKERSHAM. Yes, sir; I have that report before me.

The CHAIRMAN. Take the case of Walter F. Rogers, on page 203. I notice a note as to the compensation, "to be determined by the Attorney General on completion of service." Do you recall the amount that was actually paid to him?

Mr. WICKERSHAM. I do not.

The CHAIRMAN. That is, if the service has been completed?

Mr. WICKERSHAM. I do not know whether that service has been completed and I do not recall having passed on that, if I have. I will be glad to furnish you with that information, if you desire it.

The CHAIRMAN. In the middle of the page I notice Henry L. Landfried, from the eastern district of Louisiana. Do you know whether that service has been completed or not?

Mr. WICKERSHAM. No; I do not. My impression is that both of those gentlemen were employed in some minor way, probably to appear before the grand jury. Sometimes for the purpose of enabling minutes to be taken of the grand jury proceedings it becomes necessary to appoint someone as special assistant. It may be that was the occasion of that; I am not sure.

The CHAIRMAN. Could you give the committee any idea as to the ordinary range of fees paid to these special assistants? What is the largest fee paid since your connection with the office of Attorney General?

Mr. WICKERSHAM. I think the largest fee paid was paid to Mr. Stimson, in connection with the prosecution of the frauds on the revenue in New York.

The CHAIRMAN. What was that amount?

Mr. WICKERSHAM. There were different amounts paid. My recollection is that the total amount in the sugar cases, prosecutions growing out of the sugar frauds, was about \$60,000.

The CHAIRMAN. Before that employment, had Mr. Stimson been connected with the Government in any way?

Mr. WICKERSHAM. Mr. Stimson had been the United States attorney for the southern district of New York. He resigned on the 1st of April, I think it was, 1909.

The CHAIRMAN. What salary had he been receiving?

Mr. WICKERSHAM. He had been receiving a salary of \$10,000 a year. As soon as he resigned I retained him to continue, or rather to begin, the work of investigation and prosecution of frauds upon the revenues in New York, particularly those supposed to have been committed by the American Sugar Refining Co.

The CHAIRMAN. Had his jurisdiction as United States attorney, while in the employ of the Government, covered that character of work?

Mr. WICKERSHAM. Well, yes; it had covered that character of work. He had brought a case which had resulted in a judgment of one hundred and thirty-four odd thousand dollars against the American Sugar Refining Co., a verdict which was rendered either on the 4th or 5th of March, 1909. That was, you might say, the first break in the wall of frauds on the revenues in New York.

The CHAIRMAN. Before his resignation occurred, had there been any suggestion to him of his special employment in the event he resigned?

Mr. WICKERSHAM. There was. He came to me with his resignation and said that he was very anxious to go into private practice and was determined about it. I thought and I told him I thought he ought to undertake this special work for the Government. He was not very desirous of doing it, but finally consented to do so, and went to work and the results came more quickly than we had expected or hoped.

The CHAIRMAN. Was any suggestion made to him at that time as to the probable amount that might be paid him?

Mr. WICKERSHAM. None whatever.

The CHAIRMAN. For these special services?

Mr. WICKERSHAM. None whatever.

The CHAIRMAN. Aside from the case of Mr. Stimson, what is the next largest fee that has been paid to special assistants?

Mr. WICKERSHAM. My recollection would be that the next largest fees were the fees paid in connection with the condemnation of land for the three departments—the Department of Justice, the Department of State, and the Department of Commerce and Labor. I think those were the next largest fees. I thought I had a memorandum, but I have not. I can not tell you exactly, but my impression is that there was a fee of \$12,000 or \$14,000 paid to one counsel and \$5,000 or \$6,000 to another.

The CHAIRMAN. To whom was the \$12,000 or \$14,000 paid?

Mr. WICKERSHAM. To Mr. Birney, of the District of Columbia.

The CHAIRMAN. And the \$5,000 or \$6,000 fee?

Mr. WICKERSHAM. I can not recall his name.

The CHAIRMAN. You can supply it?

Mr. WICKERSHAM. Yes, sir; I shall be glad to do so.

The CHAIRMAN. Was that for services rendered here in the District of Columbia?

Mr. WICKERSHAM. Yes, sir; in the condemnation of a very large number of parcels; quite a large tract of land.

The CHAIRMAN. It was your judgment that it was necessary to employ these additional assistants in order to have the work done properly by the Government?

Mr. WICKERSHAM. They were employed when I came into office. It certainly was necessary to have some extra assistants there, and I assume it was necessary to have them.

The CHAIRMAN. You think the fees actually paid were reasonable fees and necessary for the protection of the Government?

Mr. WICKERSHAM. Yes, sir; I looked into the question very carefully and adjusted them at what I thought was a fair and reasonable compensation for the services rendered.

The CHAIRMAN. And you thought the fee paid Mr. Stimson was a reasonable fee for the services he performed?

Mr. WICKERSHAM. Yes, sir.

The CHAIRMAN. Could you supply the committee with a memorandum of the various fees paid to assistants since your connection with the department began?

Mr. WICKERSHAM. I shall be glad to do so.

EXHIBIT A.

Statement of payments made to special assistants to the Attorney General and to United States district attorneys from March 5, 1909, to May 31, 1911.

Name of payee.	Official designation.	Rate of pay.	Amount paid.		Appropriation.	Case.
			Services.	Expenses.		
Adkins, Jesse C.	(Special assistant United States attorney, District of Columbia and New York, southern.) Special assistant to Attorney General.	(Compensation to be determined by Attorney General upon completion of service (paid \$250 per month on account).)	\$16,400.00	\$287.88	{ Pay special assistant attorneys, United States courts.	{ United States v. Haas, Price, and others (cotton task). { United States v. Heaney et al. (patent frauds), and other cases.
Adams, S. B.	Special assistant United States attorney, North Carolina, western.	Compensation to be determined by Attorney General upon completion of service.	500.00		do.	Widow of John Braine v. J. M. Millikan, United States Marshal.
Akerman, Alex.	Special assistant to Attorney General.	do.	2,500.00	387.35	do.	Violations postal laws, northern Georgia and elsewhere.
Allen, R. M.	do.	\$3,600 per annum. Compensation to be determined by Attorney General upon completion of service.	2,900.00 7,500.00	528.60 1,078.11	do. do.	Pure food cases.
Armbrrecht, Wm. H.	Special assistant United States attorney, southern.	do.	1,800.00	84.44	do.	Jewelry bankruptcy, frauds in Alabama. To assist with cases on Biblow docket.
Barrett, J. W.	Special assistant United States attorney, Missouri, eastern.	do.	3,000.00	46.30	do.	Oleomargarine cases.
Beach, M. H.	(Special assistant to Attorney General.	(Compensation to be determined by Attorney General upon completion of service (paid \$250 per month on account). Compensation to be determined by Attorney General upon completion of service.	8,700.00 1,500.00		do. do.	Condemnation of squares 226-230, District of Columbia. Condemnation of Meridian Hill, District of Columbia.
Bejsman, D. C.	Special assistant United States attorney, Georgia, northern.	do.	350.00	62.08	do.	Investigating and prosecuting of charges against the publishers of the Atlanta Constitution and Atlanta Journal and others for offenses against the United States postal rates.
Becker, T. C.	do.	do.	9,500.00 2,500.00		do.	{ Oregon Land Fraud Cases v. Ghehrst et al. { Oregon Land Fraud Cases v. Binger Herman et al.
				3,788.62		
						15,788.62

EXPENDITURES IN THE DEPARTMENT OF JUSTICE.

9

Bickler, W. S.	Special assistant United States attorney, Colorado.	.....do.....	25.00	.....	25.00	.....do.....	United States v. Henry Conter.
Bielaski, A. B.	Special assistant to Attorney General.	.....do.....	500.00	.....	500.00	.....do.....	United States v. Cella and others (bucket-shop cases).
	Special assistant United States attorney, New York southern.	.....do.....	150.00	.....	.....	.....do.....	United States v. International Mercantile Marine Co.
Bird, F. W.	.....do.....	\$300 per month.	2,980.00	7.95	.....	.....do.....	Investigation and prosecution of frauds upon the revenue of the United States.
	Special assistant United States attorney, Louisiana, eastern.	Compensation to be determined by Attorney General upon completion of service.	1,000.00	176.93	.....	Investigation and prosecution of frauds.	To assist in connection with customs matters.
Bitney, A. A.	Special assistant United States attorney, District of Columbia.	.....do.....	12,000.00	.....	4,264.83	Pay special assistant attorneys, United States courts.	Condemnation squares 228-230, District of Columbia.
	Special assistant United States attorney, Alabama, northern.	.....do.....	1,000.00	.....	.....	.....do.....	Condemnation squares 63 and 89, District of Columbia.
Bradley, L. C.	Special assistant United States attorney, New York, southern.	.....do.....	1,000.00	.....	13,000.00	Enforcement of antitrust laws.	United States v. W. L. Sims and P. G. Smith, embezzlement funds, First National Bank, Birmingham, Ala.
Brown, Charles F.	Special assistant United States attorney, Pennsylvania, eastern.	.....do.....	2,500.00	.....	2,500.00	Pay special assistant attorneys, United States courts.	Case against American Sugar Refinery Co.
Brown, Everett	Special assistant United States attorney, Alaska, fourth.	.....do.....	940.00	.....	940.00	.....do.....	Levin v. United States, classification ferro-alloy.
Brown, Ino. K.	Special assistant United States attorney, Alaska, fourth.	\$200 per month.	793.33	.....	793.33	.....do.....	Such cases as may be assigned him by the district attorney.
Burch, M. C.	Special assistant to Attorney General.	\$5,000 per annum.	2,708.30	1,452.62	.....	Pay special assistant attorneys, United States courts.	Public and Indian-land fraud cases.
	Special assistant United States attorney, New Mexico.	Compensation to be determined by Attorney General upon completion of service.	1,246.98	906.10	.....	Protecting interests of the United States in suits affecting Pacific railroads.	
Burges, R. F.	.....do.....	.....do.....	500.00	.....	6,317.00	Pay special assistant attorneys, United States courts.	Condemnation suit Rio Grande Irrigation project.
Burke, T. F.	Special assistant to Attorney General.	.....do.....	500.00	.....	500.00	.....do.....	Gebo-Dally coal-land entries, etc.
Butler, Pierce	Special assistant United States attorney, Illinois, northern.	.....do.....	8,000.00	.....	.....	Enforcement of antitrust laws.	Bleached flour cases.
	.....do.....	.....do.....	2,000.00	.....	10,000.00	.....do.....	United States v. Louis F. Swift et al.

Statement of payments made to special assistants to the Attorney General and to United States district attorneys from March 5, 1909, to May 31, 1911—Con.

Name of payee.	Official designation.	Rate of pay.	Amount paid.			Appropriation.	Case.
			Services.	Expenses.	Total.		
Butler, T. J.....	Special assistant to Attorney General.	\$2,000 per annum.....	\$327.78	.....	\$327.78	Pay special assistant attorneys, United States courts.	Land-fraud ases, New Mexico.
Brynum, Wm. P.....	Special assistant United States attorney, North Carolina, western.	Compensation to be determined by Attorney General upon completion of service.	500.00	.....	500.00	.....do.....	Widow of Jno. Brames v. J. M. Milliken, United States marshal.
Cain, Gordon.....	Special assistant to Attorney General.	\$80 per month.....	630.00	\$638.81	.....	Pay special assistant attorneys, United States courts.	Suits against Central Pacific Ry. Co. et al. for annulment land patents.
Caldwell, D. D.....	Special assistant United States attorney, District of Columbia.	Compensation to be determined by Attorney General upon completion of service (paid \$250 per month on account).	213.00	108.23	1,591.04	Pay special assistant attorneys, United States courts.	
Chamberlain, E. P.....	Special assistant United States attorney, Ohio, northern.	\$300 per month.....	4,700.00	.....	4,700.00	Pay special assistant attorneys, United States courts.	Condemnation square 226-230, District of Columbia.
Chantland, W. T.....	Special assistant to Attorney General.	\$700 for entire service.....	5,490.00	1,103.21	6,593.21	Enforcement of antitrust laws.	United States v. Great Lakes Towing Co.
Chase, Guy.....	Special assistant to assist Attorney to assist Frank B. Kellogg.	\$300 per month.....	471.82	372.35	844.17	.....do.....	To assist in antitrust cases for 3 months.
Clark, Riner & Clark.	Special assistant United States attorney, Wyoming.	Compensation to be determined by Attorney General upon completion of service.	3,216.67	1,064.09	4,280.76	.....do.....	United States v. Standard Oil Co. of New Jersey.
Clute, Wm. K.....	Special assistant United States attorney, Michigan, western.	.....do.....	5,000.00	.....	5,000.00	Pay special assistant attorneys, United States courts.	Condemnation land for Pathfinder reservoir, North Platte project etc.
Cobb, Jas. A.....	Special assistant United States attorney, District of Columbia.	\$2,000 per annum.....	1,000.00	372.46	1,372.46	.....do.....	Condemnation suit against owners water power, Sault Ste. Marie.
Colton, H. E.....	Special assistant to Attorney General.	\$2,000, to Dec. 31, 1910; \$2,500, after that date.	4,333.33	.....	4,333.33	.....do.....	Pure-food cases, etc.
Cooke, Levi.....	Special assistant United States attorney, New York, eastern.	Compensation to be determined by Attorney General upon completion of service.	4,193.06	.....	4,193.06	.....do.....	Such cases as may be assigned him.
Corneau, Barton.....	Special assistant to Attorney General.	\$4,500 per annum.....	425.00	111.40	536.40	.....do.....	Case Roche v. Jordan, collector internal revenue.
			6,625.01	163.95	8,838.96	.....do.....	Such cases as may be assigned to him.
			2,150.00	.....	.....	Enforcement of antitrust laws.	

Crim, Jno. W. H.	\$125 per month.	212.50	212.50	212.50	To assist in preparation and prosecution of antitrust cases.
Special assistant United States attorney, New York southern.	Compensation not to exceed \$300.	300.00			United States v. Terminal Railroad Association of St. Louis and others.
Crow, Geo. A.	\$500 per month for the first four months, after which further compensation to be fixed by Attorney General.	1,000.00	66.55	1,066.55	Assist in prosecution of violations of the white slave traffic act and the immigration laws of the United States in the various judicial districts of the United States.
Dannenbaum, H. J.	Compensation to be determined by Attorney General upon completion of service.	3,000.00	211.61	3,211.61	Extradition of Alex. Hollander.
Del Frate, Gastone	do.	15,000.00	313.74	15,313.74	United States v. Standard Oil Co., Vacuum Oil Co., Pennsylvania R. R. Co., etc.
Dempsey, Wallace S.	do.	20,000.00	25.30	20,025.30	Sugar fraud cases.
Denison, Winfred T.	do.	3,000.00			United States v. John R. Walsh.
Dobyns, Fletcher	do.	4,250.00	697.61	7,917.61	United States v. Kester et al., Lewiston (Idaho) bank case.
Doherty, Philip J.	do.	250.00	5.40	255.40	United States v. A. T. & S. Fe Ry. Co.
Duncan, J. F.	do.	1,100.00		1,105.40	Titles to rights of way, Norfolk-Beaufort Inlet, N. C.
Du Relle, Geo.	No compensation other than that as district attorney, Kentucky, western.		92.19	92.19	To assist in trial of cases at Covington, Londona, and Catlettsburg.
Easterling, C. S.	\$1,800 per annum.	865.00		865.00	To aid in such matters as may be assigned in relation to Oklahoma land suits.
		3,000.00	444.36		Indian allotment cases (Brown, Tiger and Muskra).
		500.00			United States v. Mullen et al.
		500.00			United States v. Goat et al.
		2,000.00	314.05		Missouri River rate case.
	Compensation to be determined by Attorney General upon completion of service.	500.00			Southern Pacific Lumber case.
		500.00	104.08		Southern Pacific Terminal case.
		1,500.00	104.08		Southern Pacific and Interstate Commerce Commission.
		500.00	104.08		Electrical Trust case.
		1,500.00	43.00		Commodities Clause case.
		500.00	104.08		
Ellis, Wade H.	do.			11,717.73	

Statement of payments made to special assistants to the Attorney General and to United States district attorneys from March 5, 1909, to May 31, 1911—Con.

Name of payee.	Official designation.	Rate of pay.	Amount paid.			Appropriation.	Case.
			Services.	Expenses.	Total.		
Erwin, Marion.....	Special assistant to Attorney General.	\$5,000 per annum.....	\$11,666.66	\$4,768.34	\$16,435.00	Pay of special assistant attorneys, U. S. courts.	United States v. Carter, Greene, Gaynor, et al.
Ewert, Paul A.....	do.....	\$250 per month.....	6,750.00	2,445.42	9,195.42	Suits for removal of patented lands allotted to Five Civilized Tribes.	To assist in institution and prosecution of suits to set aside deeds made to certain allotments in Quapaw Indian Agency.
Faville, Fred F.....	Special assistant United States attorney, Kansas.	None other than that as United States attorney, Iowa, northern.	.....	65.14	65.14	Pay of special assistant attorneys, United States courts.	United States v. Grant Hornaday, involving violation of national-banking laws.
Fellows, Grant.....	Special assistant United States attorney, Michigan.	Compensation to be determined by Attorney General upon completion of service.	.....	404.61	404.61	do.....	Condemnation suit against owner water power, Sault Ste. Marie.
Field, Walter S.....	Assistant to Mr. Kearful.	\$10 per day.....	670.00	396.30	1,066.30	Prosecution of crimes affecting title to Kickapoo lands in Oklahoma.	Kickapoo Indian cases.
Freeman, H. W.....	Special assistant United States attorney, Illinois, northern.	\$2,500 per annum.....	5,000.00	.....	5,000.00	Enforcement of antitrust laws	To assist in cases involving violation of antitrust and interstate commerce laws.
Frost, A. N.....	Special assistant to Attorney General.	\$1,200 per annum to March 31, 1909. \$1,800 per annum to March 31, 1909. \$3,000 per annum after March 31, 1909.	300.00 450.00 6,750.00	583.31 4,508.12	..... ..... 17,591.43	Pay special assistant attorneys, United States courts. Enforcement of antitrust laws. Suits for removal of restrictions, allotted lands Five Civilized Tribes.	Investigations and prosecutions, national banking laws. To assist in investigations of certain antitrust cases. To assist in matters of suits to enforce restrictions on alienation of allotment. Such cases as may be assigned him.
Gause, H. C.....	do.....	\$3,500 per annum.....	145.83 7,417.49	7.95 2,801.00	..... .....	Pay special assistant attorneys, United States courts. Investigating title of United States in lands in District of Columbia.	Examination of lands in District of Columbia belonging to United States.
Gehman, C. P.....	Special assistant United States attorney, Colorado.	\$10 per day and 15 cents folio original and 5 cents folio carbon.	336.20	.....	10,372.27 336.20	Enforcement of antitrust laws.	To assist J. R. Knapp investigation of alleged violation of law by American Sugar Refining Co.
Gerry, Jas. L.....	Special assistant United States attorney, Pennsylvania, eastern.	Compensation to be determined by Attorney General upon completion of service.	750.00	26.40	776.40	Pay special assistant attorneys, United States courts.	Lavinio v. United States, classification ferro-alloy.
Given, Harvey.....	Special assistant to Attorney General.	No compensation other than that as chief clerk.	.....	99.50	99.50	do.....	United States v. Press Publishing Co.

Glasgow, Wm. A., Jr.	do	office United States attorney, District of Columbia.	5,500.00	.....	5,500.00	Enforcement of antitrust laws.	United States v. Powder Trust case.
Godman, Elwood G.	do	Compensation to be determined by Attorney General upon completion of service.	5,250.00	461.87	5,711.87	do	To assist in investigation and prosecution of cases arising under interstate commerce and antitrust laws.
Gordon, Peyton	Special assistant United States attorney, Illinois northern, Illinois attorney General.	\$350 per month.	12,999.31	6,985.18	19,984.49	Pay special assistant attorneys United States courts.	Land-fraud cases; Lewiston (Idaho) Bank case.
Graves, J. H.	do	Compensation to be determined by Attorney General upon completion of service (paid \$333.33 per month on account).	1,886.11	891.66	2,777.67	Enforcement of antitrust laws.	Electrical Trust, Powder Trust, Standard Oil, etc.
Gregg, Wm. S.	do	\$3,500 per annum.	5,000.00	2,810.11	7,280.11	do	United States v. Philadelphia & Reading Ry. Co. et al., and cases against corporations, etc., engaged in interstate and foreign trade in meats and other slaughterhouse products.
Graham, Jas. E.	do	\$2,500 per annum to June 30, 1910; \$3,000 per annum after that date.	4,500.00	194.58	.....	Suits for removal of restrictions, allotted lands, Five Civilized Tribes.	To assist in prosecution of suits to cancel patents to restricted Indian lands.
Graevnor, E. P.	do	\$250 per month to July 31, 1910; \$3,500 per annum after that date.	2,333.28	357.99	.....	Suits affecting title to Seminole allotted lands in Oklahoma.	Protecting persons and property of allottees in the Seminole Nation.
Grosvenor, E. P.	do	\$3,000 per annum to Mar. 31, 1909; \$3,500 per annum to June 30, 1910; \$4,000 per annum to Dec. 31, 1910; \$4,500 per annum after Dec. 31, 1910.	7,250.05	987.25	7,385.86 8,237.30	Enforcement of antitrust laws.	Night Rider case, Imperial Window Glass case, Standard Sanitary Co. case, Commodity Clause case, and others.
Halner, B. T.	Special assistant United States attorney, Oklahoma, eastern.	Compensation to be determined by Attorney General upon completion of service.	2,500.00	163.08	2,663.08	Pay of special assistant attorneys, United States courts.	United States v. Haskell.
Hall, Frank	(Special assistant to Attorney General.	\$2,400 per annum to May 15, 1909; \$3,000 per annum to Feb. 11, 1910.	2,241.66	1,709.31	.....	Pay of special assistant attorneys, United States courts.	Land-fraud cases, Central Pacific case, White Earth Indian land cases, etc.
Ham, Guy A.	do	\$4,000 per annum after Feb. 11, 1910.	5,461.78	1,479.39	10,972.14	Protecting interests of the United States in suits affecting Pacific railroads.	United States v. Kerch et al., charged with conspiracy to conceal bankruptcy.
Hanchett, F. G.	Special assistant United States attorney, Illinois northern.	Compensation to be determined by Attorney General upon completion of service.	300.00	.....	300.00	Pay of special assistant attorneys, United States courts.	To aid in cases against Standard Oil Co., Atchison, Topeka & Santa Fe Ry. Co., and others.
		\$350 per month.	3,860.00	.....	3,860.00	Enforcement of antitrust laws.	

Statement of payments made to special assistants to the Attorney General and to United States district attorneys from March 5, 1909, to May 31, 1911—Con.

Name of payee.	Official designation.	Rate of pay.	Amount paid.			Appropriation.	Case.
			Services.	Expenses.	Total.		
Harrison, O. E.	Special assistant to Attorney General.	\$4,500 per annum.	\$9,300.00	\$1,968.59	\$11,198.59	Enforcement of antitrust laws.	Southern Wholesale Grocers' Association, the bituminous situation, electrical trust case, and other cases.
Heney, F. J.	do.	Compensation to be determined by Attorney General, upon completion of service.	7,500.00	763.54	8,263.54	Pay special assistant attorneys, United States courts.	United States v. Ormsby, Herman, Williamson et al.
Herod, W. B.	Special assistant United States attorney, Oklahoma, western.	\$1,500 per annum.	695.83	125.98	821.81	Suits for removal of restrictions, allotted lands, Five Civilized Tribes.	To assist in Kickapoo Indian cases and other litigation.
Holt, H. B.	Special assistant United States attorney, New Mexico.	Compensation to be determined by Attorney General, upon completion of service.	500.00		500.00	Pay of special assistant attorneys, United States courts.	Condemnation suit, Rio Grande Irrigation project.
Honbold, A. R.	Special assistant United States attorney, Colorado.	do.		70.55	70.55	do.	To aid United States attorney in matters affecting Reclamation Service.
Husted, Glenn E.	Special assistant to Attorney General.	\$3,000 per annum.	1,175.00	812.38	1,987.38	Enforcement of antitrust laws.	United States v. Union and Southern Pacific Ry. Co. et al.
Hutchins, F. E.	do.	do.	625.00		625.00	Protecting interests of the United States in suits effecting Pacific railroads.	United States v. Central Pacific R. Co.
Jackson, A. B.	do.	Compensation to be determined by Attorney General, upon completion of service.	9,000.00	576.75	9,576.75	Pay of special assistant attorneys, United States courts.	United States v. Barber, Moon, et al.
Johnson, Ligon.	do.	do.	3,500.00	1,772.30	5,272.30	do.	United States v. Copper Smelting Companies.
Johnson, M. S.	do.	do.	350.00		350.00	do.	Land-fraud cases in Idaho.
Judson, Fred. N.	do.	do.	1,000.00		1,000.00	Enforcement of antitrust laws.	Suit against railroads in Trans-Missouri Classification Territory.
Kearul, F. J.	do.	\$25 per day; appointment amended to read total compensation to be \$10,000.	6,550.00	564.35		Suits for removal of restrictions, allotted lands, Five Civilized Tribes.	Suits to set aside illegal conveyances of restricted Indian lands in Oklahoma.
Keeble, J. B.	do.	do.	3,450.00	9,099.81	19,634.16	Prosecution of crimes affecting title to Kickapoo lands in Oklahoma.	Internal-revenue frauds in Tennessee.
Kelgwin, Chas. A.	do.	Compensation to be determined by Attorney General, upon completion of service.	2,500.00		2,500.00	Pay of special assistant attorneys, United States courts.	Land-fraud cases in Idaho.
		do.	4,000.00	1,080.82	5,080.82	do.	

Kellogg, Frank B.	do.	do.	41,000.00	7,917.13	48,917.13	Enforcement of antitrust laws.	Standard Oil Co. and Union Pacific railroad cases.
Kelly, Harry E.	Special assistant United States attorney, Colorado.	\$2,400 per annum.	3,572.33	341.45	3,914.78	Pay of special assistant attorneys, United States courts.	United States v. Juanita Coal & Coke Co.
Kingan, S. I.	Special assistant to Attorney General.	Compensation to be determined upon completion of service.	1,000.00		1,000.00	do.	Suits against Hoval A. Smith et al.
Kuapp, Jas. R.	Special assistant United States attorney, New York, southern.	\$4,000 per annum.	5,500.00	897.07	6,397.07	Enforcement of anti-trust laws.	Transatlantic Steamship pool. Sugar Trust cases.
Kratz, Jno. A., Jr.	Special assistant United States attorney, Massachusetts.	\$250 per month.	4,516.67	44.50	4,561.17	do.	United States v. New York, New Haven & Hartford R. R. Co. { Electrical Trust case.
Krum, Chester H.	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	2,000.00		2,000.00	Pay of special assistant attorneys, United States courts.	People's United States Bank v. Goodwin & Fulton.
Do.	Special assistant to Attorney General.	do.	2,500.00		2,500.00	Enforcement of antitrust laws.	United States v. Terminal Railroad Association of St. Louis.
Leahey, H. A.	do.	\$250 per month.	6,500.00	128.50	6,628.50	Suits for removal of restrictions, allotted lands, Five Civilized Tribes.	To assist in prosecutions of suits to cancel patents to restricted Indian lands, Oklahoma, eastern.
Levy, Isaac H.	Special assistant United States attorney, New York, southern.	\$3,000 per annum.	1,500.00		1,500.00	Investigation and prosecution of frauds.	To assist in customs-frauds cases and other matters.
Lewis, Henry C.	do.	\$3,600 per annum.	4,950.00	81.85	5,031.85	Suits for removal of restrictions, allotted lands, Five Civilized Tribes.	To assist in connection with matters concerning Indian lands.
Llewellyn, W. H. H.	Special assistant United States attorney, New Mexico.	\$4,000 per annum.	3,998.00	1,048.64		do.	Land-fraud cases.
do.	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	2,300.00	96.54	7,443.18	do.	Mar-Chew case.
Long, E. H.	do.	\$2,400 per annum.	4,800.00	2,717.44		Pay of special assistant attorneys, United States courts.	Land-fraud cases in Wyoming, Utah, Colorado, and New Mexico.
McCormick, Robt. H.	Special assistant United States attorney, Illinois, northern.	\$2,500 per annum.	600.00	299.30	8,416.74	Protecting interests of the United States in suits affecting Pacific railroads.	United States v. New York Central & St. Louis Ry. Co., Lehigh Valley R. R. Co., and The American Seating Co.
McHarg, Ormsby	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	416.67		416.67	Enforcement of antitrust laws.	United States v. Rinehart, of Farmers & Drivers National Bank, Waynesburg, Pa.
			666.66	323.70	990.36	Pay of special assistant attorneys, United States courts.	

Montgomery, Jas. H.	Special assistant United States attorney, Alabama, northern.	\$323 per month.	2,719.13	183.46	2,912.59	Pay of special assistant attorneys, United States courts.	To assist in collection of certain old judgments.
Moore, Thos. L.	Special assistant United States attorney, Florida, southern.	Compensation to be determined by Attorney General upon completion of service.	5,000.00	246.19	5,246.19	do.	United States v. Mount Mitchell Distilling Co. et al.
Morrison, C. B.	Special assistant to Attorney General.	do.	6,000.00	877.24	6,877.24	Enforcement of antitrust laws.	United States v. Standard Oil Co.
Mott, Ernest J.	Special assistant to Attorney General, California, northern.	\$10 per day, 20 cents folio original, 10 cents folio carbon.	519.20		519.20	do.	Assisting Jas. R. Knapp in investigating American Sugar Refining Co.
Mottler, Edwin C.	Special assistant United States attorney, Oklahoma, eastern.	\$250 per month.	5,068.67	98.05	5,156.72	Suits for removal of obstructions, allotted lands, Five Civilized Tribes.	To assist in prosecution of suits to cancel patents to restricted Indian lands in Oklahoma. Such cases as may be assigned him.
Mudd, Jr., Sydney E.	Special assistant United States attorney, District of Columbia.	\$100 per month.	296.67		296.67	Pay special assistant attorneys, United States courts.	
Mudge, Jas. W.	Special assistant United States attorney, Massachusetts.	25 cents folio for reporting and transcribing.	1,129.99	1.69	1,131.38	Enforcement of antitrust laws.	United States v. Swift & Co. et al.
Newton, Cleveland A.	Special assistant to the Attorney General.	Compensation to be determined upon completion of service.		284.21	284.21	Pay special assistant attorneys, United States courts.	Prosecution of certain cases involving violations of the census laws of the United States in the Federal courts in Arkansas, Montana, Washington, and Oregon.
Norton, Wm. A.	Special assistant to Attorney General.	\$250 per month.	5,750.00	2,148.47		Pay special assistant attorneys, United States courts.	Timber and coal land frauds Colorado Wyoming, Utah, Nevada, Montana, New Mexico, and Arizona.
Nutter, Richard W.	Special assistant United States attorney, Massachusetts.	\$3,000 per annum.	750.00	278.12	8,928.61	Protecting interests of the United States in suits affecting Pacific railroad cases.	
Padgett, Arthur R.	Special assistant United States attorney, Maryland.	\$100 per month.	750.00	66.30	816.30	Enforcement of antitrust laws.	United States v. New York, New Haven & Hartford R. R. Co.
Parker, F. H.	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	263.33	24.45	277.78	Pay special assistant attorneys, United States courts.	M. C. Fokes v. United States Fidelity and Guaranty Co.; United States v. United States Fidelity and Guaranty Co.; United States v. United States Fidelity and Guaranty Co. No. 16 and others.
Pearson, Chas. W.	Special assistant United States attorney, Nebraska.	\$10 per day appearing before grand jury; 30 cents per page transcribing testimony.	50.00		50.00	Pay special assistant attorneys, United States courts.	Thayer et al. executors v. Kinney, collector, circuit court second circuit.
Platt, Samuel.	Special assistant to Attorney General.	No compensation other than that as United States attorney, Nevada.	228.60		228.60	do.	Investigation of fraudulent leases and purchases of Indian lands.
				534.80	534.80	do.	United States v. Chas. P. Snell, Cal., Iowa, northern.

Statement of payments made to special assistants to the Attorney General and to United States district attorneys from March 5, 1909, to May 31, 1911—Con.

Name of payee.	Official designation.	Rate of pay.	Amount paid.			Appropriation.	Case.
			Services.	Expenses.	Total.		
Pugh, A. B.....	Special assistant to Attorney General.	\$300 per month to June 30, 1909; \$400 per month after that date.	\$5,200.00	.....	\$5,200.00	Pay special assistant attorneys, United States courts.	United States v. Hyde & Ranson et al.
Randolph, Geo.....	Special assistant United States attorney, Tennessee, western.	Compensation to be determined by Attorney General upon completion of service; paid at rate of \$4,000 per annum.	2,500.00	\$54.15	2,554.15	Enforcement of antitrust laws.	United States v. Standard Oil Co.
Richards, A. A.....	Special assistant to Attorney General.	(Compensation to be determined by Attorney General upon completion of service; paid at rate of \$4,000 per annum.)	2,333.33	.....	.....	{ Pay special assistant attorneys, United States courts.	{ For service connected with litigation referred by Interior and other departments.
			1,641.37	221.86	.....	{ Suits for removal restrictions, allotted lands, Five Civilized Tribes.	{
		Compensation to be determined by Attorney General upon completion of service.	500.00	.....	.....	{ Pay special assistant attorneys, United States courts.	{ United States v. Crouch et al.
Rogers, W. F.....	Special assistant United States attorney, District of Columbia.	.....do.....	1,500.00	.....	4,662.56	.....do.....	Tabulating Machine Co. v. Duraud.
Robbins, Henry S....	Special assistant to the Attorney General.	Compensation to be determined by Attorney General upon completion of service.	.....	1,343.85	1,343.85	Pay special assistant attorneys, United States courts.	To assist in investigating and prosecuting of so-called "bucket-shop cases."
Runyon, W. C.....	Special assistant United States attorney, New York, southern.	\$300 per month.....	2,720.00	122.35	2,742.35	Pay special assistant attorneys, United States courts.	Investigation and prosecution of frauds upon the revenues of United States.
Rush, S. R.....	Special assistant to Attorney General.	\$5,000 per annum.....	13,969.87	5,123.30	19,593.17	.....do.....	Land-fraud cases in Wyoming, Utah, Colorado, and New Mexico.
	.....do.....	Compensation to be determined by Attorney General upon completion of service.	2,500.00	.....	.....	.....do.....	Land-fraud cases, Oklahoma (Haskell case).
Scarlet, Jas.....	.....do.....	.....do.....	8,500.00	.....	8,500.00	Enforcement of antitrust laws.	Powder Trust case.
Soothorn, Jno. W....	Special assistant United States attorney, Ohio, western.	Compensation \$300.....	300.00	.....	300.00	Pay special assistant attorneys, United States courts.	To assist during January, 1910, in trial of cases in Federal courts at Guthrie.
Seckell, A. N.....	Special assistant to Attorney General.	\$200 per month.....	2,000.00	1,013.91	3,013.91	.....do.....	Cases in re land allotted to White Earth Indians in Minnesota.

Severance, C. A.	do.	Compensation to be determined by Attorney General upon completion of service.	20,000.00	8,287.91	28,287.91	Enforcement of antitrust laws.	Union Pacific case.
Sheean, Jas. M.	Special assistant United States attorney, Illinois, northern.	do.	2,000.00	114.60	2,114.60	do.	United States v. Louis F. Swift et al.
Shepherd, J. H.	Special assistant to Attorney General.	\$4,600 per annum.	6,000.00	.....	6,000.00	Suits for removal restrictions, allotted lands, Five Civilized Tribes.	To assist in litigation referred by Interior Department in eastern and western Oklahoma.
Skinner, Jno. G.	Special assistant United States attorney, Montana.	\$1,800 per annum.	1,655.00	.....	1,655.00	Pay special assistant attorneys, United States courts.	To assist in land-fraud, timber, and trespass cases.
Sleeper, D. L.	Special assistant United States attorney, Oklahoma, eastern.	Compensation to be determined by Attorney General upon completion of services.	250.00	92.73	272.73	do.	United States v. Wollitt Bros., murder of deputy marshal.
Smith, Jr., A. I.	Special assistant United States attorney, Illinois, northern.	No compensation other than that as assistant United States attorney, New York, southern.	.....	90.75	90.75	do.	To aid in investigation and prosecution of revenue frauds.
Smith, R. M.	Special assistant United States attorney, Alabama, middle.	\$12.50 per day while taking testimony before grand jury and 12½ cents per 100 words for transcript.	1,162.33	283.36	1,425.69	do.	To aid in prosecutions of Jesse H. Shreve and others for violation of bankruptcy laws.
Smith, W. W.	Special assistant United States attorney, New York, southern.	Compensation to be determined by Attorney General upon completion of service.	1,000.00	.....	1,000.00	do.	Cases against United States weighers in conspiracy to defraud Government.
Spelling, T. C.	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service. (Paid at rate of \$300 per month on account.)	2,407.78	.....	2,407.78	do.	Enforcement of commodity clause of Hepburn bill.
Steele, N. L.	Special assistant to U. S. attorney, Alabama, northern.	\$225 per month.	2,069.17	295.65	2,364.82	do.	To assist in collection in certain old judgments and other matters.
Stimson, Henry L.	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	9,000.00	148.71	83,320.87	do.	Morse case.
Strickland, R. T.	do.	do.	5,000.00	14,172.16	1,665.45	Investigation and prosecution of frauds.	Sugar frauds cases.
Thacher, Thos. D.	Special assistant United States attorney, New York, southern.	do.	1,500.00	155.45	2,740.00	Pay special assistant attorneys, United States courts.	Condemnation suit against owners water power, Sault Ste. Marie, Mich.
Todd, G. Carroll	Special assistant to Attorney General.	\$300 per month.	2,740.00	.....	2,740.00	do.	Investigation and prosecution of frauds upon the revenue of United States.
		Compensation to be determined by Attorney General upon completion of service.	11,000.00	127.43	11,127.43	Enforcement of antitrust laws.	United States v. Reading Co. and others.

Statement of payments made to special assistants to the Attorney General and to United States district attorneys from March 5, 1909, to May 31, 1911—Con.

Name of payee.	Official designation.	Rate of pay.	Amount paid.			Appropriation.	Case.
			Services.	Expenses.	Total.		
Toomer, W. M.	Special assistant United States attorney, Georgia, southern.	(Compensation to be determined by Attorney General upon completion of service.	\$4,000.00	\$193.70	.....	Enforcement of antitrust laws.	United States v. American Naval Stores and others.
Towsend, B. D.	Special assistant United States attorney, Oregon, and special assistant to Attorney General.	\$4,500 per annum to June 30, 1910; after June 30, 1910, \$450 per month on account; final compensation to be determined.	6,750.00	3,891.16	\$6,993.70	Pay special assistant attorneys United States courts.	United States v. Seaboard Air Line et al.
Ward, Ethelbert.	Special assistant United States attorney, Colorado.	\$200 per month.	2,000.00	42.65	24,018.32	Protecting interests in Pacific railroads.	Land fraud cases.
Whipple, Wm. G.	Special assistant United States attorney, Oklahoma, eastern.	No compensation other than that as United States attorney, Arkansas, eastern.	.....	50.40	2,042.55	Pay special assistant attorneys United States courts.	United States v. Juanita Coal & Coke Co. and others.
Wilkinson, J. H.	Special assistant United States attorney, Illinois, northern.	No other compensation than that paid from the antitrust appropriation.	.....	84.25	50.40	do.	United States v. D. C. Morrison and Jos. I. Cromwell.
.....	do.	\$5,000 per annum.	10,833.33	80.55	.....	Pay special assistant attorneys United States courts.	United States v. Sanitary District of Chicago.
Special assistant to Attorney General.		(Compensation to be determined by Attorney General upon completion of service.	1,000.00	1,331.35	.....	Enforcement of antitrust laws.	United States v. John Walsh.
.....			.....	.....	.....	do.	United States v. Santa Fe Ry. Co.
.....			.....	.....	.....	do.	United States v. Louis F. Swift et al.
.....			.....	.....	.....	do.	Cases against corporations, etc., engaged in interstate and foreign trades in meats and other slaughterhouse products.
Wilmer, L. A.	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service. (Paid \$300 per month on account.)	2,500.00	.....	13,329.46	Pay special assistant attorneys United States courts.	To aid in enforcement commodity clause Hepburn bill.
.....			.....	.....	2,500.00	.....	.....

The CHAIRMAN. Have you had any resignations from your department of Assistant Attorneys General since your service began?

Mr. WICKERSHAM. Oh, yes; Mr. Charles W. Russell, who was Assistant Attorney General when I came in, resigned and is now the United States minister to Persia. Mr. Brown, who was Assistant Attorney General in charge of cases before the Spanish-Treaty Claims Commission, went out of office with the completion of the work of that commission, about a year ago. Mr. Fowler resigned as Assistant Attorney General to become assistant to the Attorney General, a special post created and having particular relation to prosecutions under the antitrust law. I think those are the only resignations of Assistant Attorneys General that I recall.

The CHAIRMAN. Have any of the gentlemen who have resigned resigned to go into private practice?

Mr. WICKERSHAM. I should have added Mr. Wade H. Ellis, who was assistant to the Attorney General and who resigned a little over a year ago.

The CHAIRMAN. Within your knowledge have any of these gentlemen who have resigned gone into the practice?

Mr. WICKERSHAM. Yes, sir; Mr. Ellis is engaged in the practice.

The CHAIRMAN. Have they since that time been connected in the capacity of attorney with any of the corporations, usually called trusts, against which the Government is prosecuting cases?

Mr. WICKERSHAM. Not that I am aware of.

The CHAIRMAN. At the time any of these assistants were appointed, any of these different attorneys, were any of them at that time engaged in the service of these large corporations?

Mr. WICKERSHAM. Mr. Bowers, who was appointed Solicitor General on the resignation of Mr. Hoyt, a month or two after I came into office, was general counsel for the Chicago & Northwestern Railroad Co. at the time of his appointment. I do not recall any others.

The CHAIRMAN. Were any of them representing the beef packers or the sugar refiners or the Standard Oil Co. or the Tobacco Trust, or any of the so-called trusts?

Mr. WICKERSHAM. None that I recall personally, Mr. Beall.

The CHAIRMAN. I notice in the report of 1910, Mr. Attorney General, that your department has been examining into the question as to whether or not the Sugar Refining Co. was engaged in a monopoly of trade. I understand that there was some criminal prosecution begun against this company and against various parties connected with it.

Mr. WICKERSHAM. Yes, sir.

The CHAIRMAN. Has there been a final determination of those cases?

Mr. WICKERSHAM. No. Well, there have been a great many criminal prosecutions made, not on the basis of the antitrust law. One criminal prosecution based on that act is still pending. The defense interposed a special plea of the statute of limitation. We went to the Supreme Court of the United States, and that was decided in favor of the Government and against the defendants some three months ago. The case still remains to be tried.

The CHAIRMAN. I believe the Government carried up that appeal?

Mr. WICKERSHAM. The district judge, Judge Holt, sustained the plea against the Government, the appeal resulted in a decision for the Government, based on what I think is a very fair construction of

the antitrust law, but the main case is still pending and can not be tried, so the district attorney informs, until autumn.

The CHAIRMAN. There has been no trial of the case against the American Sugar Refining Co. or the individuals indicted?

Mr. WICKERSHAM. No, sir.

The CHAIRMAN. Has there ever been any civil suit brought against the American Sugar Refining Co. under the antitrust law?

Mr. WICKERSHAM. There is a very comprehensive suit under the antitrust law which was commenced about two months ago in the southern district of New York against the American Sugar Refining Co. and the eighty odd subsidiary companies and individuals, which is going forward as rapidly as those equity suits can be pushed.

The CHAIRMAN. I believe the revelations in regard to the sugar frauds had begun before you assumed the office of Attorney General?

Mr. WICKERSHAM. Well, yes; I suppose the beginning of those revelations were those involved in the trial of the suit to which I referred that resulted in a judgment for the Government of about \$134,000 either the day or the day before I entered the office.

The CHAIRMAN. And after that time the American Sugar Refining Co. paid about \$2,000,000?

Mr. WICKERSHAM. Yes, sir. Subsequent to that, one of the first things that was done after Mr. Stimson assumed the special employment was to institute a reliquidation of all the entries made by the American Sugar Refining Co. and that led to negotiations which resulted in the payment by the American Sugar Refining Co. of about \$2,000,000, in addition to the judgment I have referred to, in full settlement of the civil liability of the American Sugar Refining Co. of New Jersey and that of New York for the underweighing of sugars imported at the port of New York.

The CHAIRMAN. Did that \$2,000,000 represent the loss of revenue that had occurred to the Government by reason of the underweighing in full?

Mr. WICKERSHAM. It represented all that the attorneys, headed by Mr. Stimson, were able to advise me that they had any reasonable possibility of recovering.

The CHAIRMAN. Do you know the amount of the importations by the American Sugar Refining Co. during the time that the frauds were being practiced?

Mr. WICKERSHAM. No, sir; I can not tell you, Mr. Beall.

The CHAIRMAN. Ordinarily, it is the policy of the department, where fraud of that kind is practiced, to attempt a forfeiture of the goods imported?

Mr. WICKERSHAM. That is a matter which is regulated by the Treasury Department. It is usual when fraud is discovered at the time of the importation to enter a forfeiture, but, of course, in this particular case we were dealing with frauds on importations that had been made over a period of five or six years previously.

The CHAIRMAN. Is there any law imposing any penalty in that character of case, aside from the collection of the revenue?

Mr. WICKERSHAM. Yes, sir. I think it was because of the penalties in the law that we were able to compel this settlement with the sugar company.

The CHAIRMAN. Were any of these penalties enforced against the American Sugar Refining Co., or did the Government simply collect the supposed difference in revenue?

Mr. WICKERSHAM. The compromise really consisted in accepting the full amount estimated of possible loss of duties and in relinquishing the claim for penalties.

The CHAIRMAN. Why was the claim for penalties relinquished?

Mr. WICKERSHAM. Because the attorneys of the Government were not at all sure of collecting it. It was very much like every other matter which has grown out of long years of evasion of the law, complicated and difficult of proof, and it was thought on the whole that if this sum of \$2,000,000 could be recovered at once, a bird in the hand was worth a flock flying.

The CHAIRMAN. Did the Government have access to the books of the sugar company?

Mr. WICKERSHAM. Yes, sir.

The CHAIRMAN. Is it a fact that two sets of books were kept, one showing the weights as actually made for the purpose of the payment of the revenues and the other showing the actual weight?

Mr. WICKERSHAM. My recollection is that it was not two sets of books, but memoranda which were kept, showing the accurate weight and the inaccurate weight.

The CHAIRMAN. And the Government had access to those?

Mr. WICKERSHAM. Yes, sir.

The CHAIRMAN. Were they the memoranda of the sugar refining company?

Mr. WICKERSHAM. They were the memoranda of some of the officials on the dock. Those memoranda were very significant, of course, and played a large figure in the conviction which was afterwards had of the officials of the company in the criminal prosecution.

The CHAIRMAN. Would not the memoranda furnish a very accurate basis for the Government insisting upon the collection of the penalties?

Mr. WICKERSHAM. Of course, it furnished the real basis which enabled us to collect the \$2,000,000, but the recovery of the penalties was not felt to be sufficiently sure to justify overlooking the large settlement which was imminent and important for the hope of recovering the penalties.

The CHAIRMAN. What penalty does the law provide in cases of that kind?

Mr. WICKERSHAM. I can not recall the provisions of the statute; there are considerable penalties.

The CHAIRMAN. You think it was the fear on the part of the Government to collect the penalties that induced the sugar company to effect the compromise?

Mr. WICKERSHAM. I think that cut a figure. I would not say that was the entire reason, but that cut a considerable figure. There were a variety of reasons that combined. In the first place, there had been a change in the management of the company. Mr. Have-meyer, who had been the dominant factor for years, had died and I think some of the then managers of the company, were very anxious to relieve themselves of the odium of those prosecutions.

The CHAIRMAN. In addition to the American Sugar Refining Co., I gather from your report that the National Sugar Co. and the Arbuckle Bros. also participated in that compromise?

Mr. WICKERSHAM. No; not in that compromise.

The CHAIRMAN. In a like compromise?

Mr. WICKERSHAM. Yes; had with those companies.

The CHAIRMAN. Did you have the same character of evidence against those two companies with reference to the frauds that you had against the American Sugar Refining Co.?

Mr. WICKERSHAM. No; it was not the same character of evidence. The same character of fraud but a very different character of evidence.

The CHAIRMAN. Did you have memoranda coming from those companies that indicated the true weights of the sugar as well as the weights on which the revenue was paid?

Mr. WICKERSHAM. There was not anything like the same certainty of evidence in those cases that there was in the case of the American Sugar Refining Co.

The CHAIRMAN. Is it your judgment that if the Government had attempted to collect those penalties that there was a strong probability of failure?

Mr. WICKERSHAM. Yes, sir; it was my judgment of the matter as laid before me then that the probability of collecting all those penalties and collecting anything more than we did was sufficiently dubious to make it very inadvisable and inexpedient to go on. I think, too, the settlement with that company made it possible to settle with the other companies.

The CHAIRMAN. With the evidence you had, was there very much question of being able to recover the amount of the difference in duties?

Mr. WICKERSHAM. Of course, you will understand that I can not go into the details of the evidence. I had to go on the report of the special assistant attorneys in charge of it and their report to me, and the result of their information and advice furnished me left me in very great doubt as to the possibility of recovering more than we did. That was also laid before the Treasury Department, and their officials went over it and they reached the same conclusion, independently of the Department of Justice.

The CHAIRMAN. Do you not think that it would have been good policy for the Government, where it was so manifest that these companies had been engaged in perpetrating wholesale frauds upon the revenues, running through a large number of years, and taking into consideration the manner in which those frauds had been perpetrated, to have insisted upon the extreme penalty in that character of cases?

Mr. WICKERSHAM. No. I think it was better policy to prosecute on the criminal side of the court, as we did, every individual whose connection with the frauds could be established, and to settle with the company by collecting the maximum amount we felt could be recovered at the end of the litigation.

The CHAIRMAN. How many indictments have been returned by reason of those sugar frauds and against whom?

Mr. WICKERSHAM. There is a full statement in my annual report beginning at page 12, the last annual report, and on page 15 is a list of the indictments.

The CHAIRMAN. Please indicate them to the stenographer so that they can be incorporated in the report?

Mr. WICKERSHAM. Yes, sir. If you would like, Mr. Chairman, I will supplement that by sending you a statement bringing it down to date.

The CHAIRMAN. We would be very much obliged to you for that.

Mr. WICKERSHAM. Since this report was made there have been some further convictions, and I will send you those to be put in the record.

The CHAIRMAN. These prosecutions are entirely independent of the indictment against the sugar company?

Mr. WICKERSHAM. They are the indictments for frauds in connection with the sugar company.

The CHAIRMAN. Those to which you have referred as still pending?

Mr. WICKERSHAM. Yes, sir.

Mr. MURRAY. May I suggest that it might be possible to insert in the memorandum the individuals?

Mr. WICKERSHAM. Yes, sir. Some of them are Government officials and some are officers of the company.

The CHAIRMAN. I noticed in your report the name of Mr. Charles R. Heike?

Mr. WICKERSHAM. He was the secretary and treasurer of the company. Since the publication of the report he was convicted and sentenced to two years' imprisonment. He has an appeal pending from that conviction, which is set for argument in New York on the 7th of June.

The CHAIRMAN. Have any of the other officers or directors of the American Sugar Refining Company been indicted in connection with these frauds?

Mr. WICKERSHAM. No. The only other officer or director of the company than those indicated in this report who was shown by any evidence we could get to have such direct complicity as to be liable even to a prima facie charge, was Mr. Havemeyer, and he is dead. The company was to a large extent a one man company. The evidence seemed to show that he and Mr. Heike were the only officers of the company, as distinguished from the manager and superintendent of docks and superintendent of the sugar refinery, who had any knowledge of these frauds.

The CHAIRMAN. I suppose the Government made as thorough an investigation into that matter as it could?

Mr. WICKERSHAM. The investigation was as thorough as it could be made.

The CHAIRMAN. In an effort to connect the officers of the company?

Mr. WICKERSHAM. To reach "the man higher up," to use the language of the day. The highest man who could be found; the president had died and the secretary and treasurer was indicted and convicted.

The CHAIRMAN. Was there not sufficient evidence to connect any of the directors?

Mr. WICKERSHAM. There was not.

The CHAIRMAN. Or the other officers of the company with guilty knowledge?

Mr. WICKERSHAM. Not other than the officers indicted and convicted.

The CHAIRMAN. Through what period of years had these frauds upon the revenue been carried on, as far as you could ascertain?

Mr. WICKERSHAM. They ran back five or six years, perhaps longer.

The CHAIRMAN. At the time you took the office of Attorney General you had been connected with the firm of Strong & Cadwalader?

Mr. WICKERSHAM. I had.

The CHAIRMAN. Will you give us the names of the gentlemen who were at that time connected with the firm?

Mr. WICKERSHAM. John L. Cadwalader, Henry W. Taft, Hugh A. Bayne, George F. Butterworth, Noel Gale, and myself.

The CHAIRMAN. After you severed your connection with the firm, what changes were made in it?

Mr. WICKERSHAM. Mr. John Henry Hammond became a member after I severed my connection, and, subsequently, Mr. Francis Smythe.

The CHAIRMAN. Was the firm of Strong & Cadwalader ever employed by the American Sugar Refining Co.?

Mr. WICKERSHAM. I think the firm was never employed by the American Sugar Refining Co. Mr. Henry Taft was employed as one of the counsel for that company in the trial of a suit which took two forms, one in the United States court in New York and one in the court of chancery in New Jersey, brought by the receiver of the Real Estate Trust Co., of Philadelphia, against a number of people, including some of the directors of the American Sugar Refining Co. and the company—a case that attracted a good deal of attention, and resulting from which came the indictments which were subsequently found, after I was in office, against the directors of that company and others.

The CHAIRMAN. The case to which you refer is the Earle case?

Mr. WICKERSHAM. Yes, sir. That is referred to in my report for 1910, I think, on pages 18 and 19.

The CHAIRMAN. Do you know what fee was paid to Mr. Taft for his services?

Mr. WICKERSHAM. I can not tell you from recollection. He received a fee which was paid into the treasury of the firm, and I received my proportionate part in the distribution of the earnings of the firm for services rendered up to the time that I came into office. I can give you the amount, but I do not recall it now.

The CHAIRMAN. I have seen a statement that it amounted to something like \$27,000. That may not be accurate.

Mr. WICKERSHAM. I do not recall.

The CHAIRMAN. When you became Attorney General, of course your connection with the firm ceased?

Mr. WICKERSHAM. My connection absolutely ceased.

The CHAIRMAN. Do you know whether that firm has represented the American Sugar Refining Co. in connection with any matter since that time?

Mr. WICKERSHAM. Mr. Hammond represented, I think, not the company, but he represented young Mr. Havemeyer for a time in connection with the acquisition of some lands in the Philippine Islands.

The CHAIRMAN. The friar lands?

Mr. WICKERSHAM. The so-called friar lands. It was a subject of investigation at the last session of Congress.

The CHAIRMAN. Did the firm of Strong & Cadwalader, during the time you were connected with it, represent the American Tobacco Co. in any way?

Mr. WICKERSHAM. No. Mr. Taft prosecuted one of the principal branches of the American Tobacco Co. known as the Licorice Trust as special counsel for the Government, and convicted the McAndrews

& Forbes corporation of violation of the antitrust law, the individual defendants being acquitted, and he also presented an argument for the Government in the Supreme Court of the United States in a case which has become quite famous, *Hale v. Henkel*, involving an adjudication to the effect that an officer of a corporation can not refuse to produce the books of the corporation on the ground that they might tend to incriminate him individually.

The CHAIRMAN. Have they had, within your knowledge, any connection with the American Tobacco Co.?

Mr. WICKERSHAM. None whatever.

The CHAIRMAN. Have they represented in any way the Arbuckle Co.?

Mr. WICKERSHAM. Not within my recollection.

The CHAIRMAN. Not within your knowledge?

Mr. WICKERSHAM. No, sir.

The CHAIRMAN. Or the National Sugar Refining Co.?

Mr. WICKERSHAM. Not to my knowledge.

The CHAIRMAN. I notice in your report a note to the effect that the investigation of the Federal Sugar Refining Co. is still in progress. What was the result of that investigation?

Mr. WICKERSHAM. The result was suspended; no definite result, owing to the sudden illness of Assistant Attorney General Dennison, who had had charge of that. It really has been laid aside until he should recover his health. He was taken ill with typhoid fever. That is as yet unsettled.

The CHAIRMAN. Did the firm of Strong & Cadwalader, during your connection with it, have any business connection with the United States Steel Corporation?

Mr. WICKERSHAM. I personally have had occasion to advise the United States Steel Corporation on one or two matters.

The CHAIRMAN. Could you indicate about the time?

Mr. WICKERSHAM. Yes, sir; I think between 1905 and 1909 on three or four different occasions; perhaps more.

The CHAIRMAN. Since you severed your connection with the firm, do you know whether or not there has been any relations between Strong & Cadwalader and the United States Steel Corporation?

Mr. WICKERSHAM. I do not know about that.

The CHAIRMAN. While you were a member of the firm did the firm represent in any way the New York Cotton Exchange?

Mr. WICKERSHAM. Yes, sir. I think Mr. Henry Taft was the general counsel or the counsel of the New York Cotton Exchange.

The CHAIRMAN. Do you know whether or not that relationship still continues?

Mr. WICKERSHAM. I think it does.

The CHAIRMAN. You may have stated, and I think you did, that the case against Heike is on appeal?

Mr. WICKERSHAM. Yes, sir.

The CHAIRMAN. There was never any kind of an agreement or understanding between your department and the American Sugar Refining Co. that there would be no criminal prosecutions against the individual directors of the company after that was settled?

Mr. WICKERSHAM. On the contrary, it was expressly agreed that the settlement should not in any way affect the criminal prosecution.

The CHAIRMAN. One or two sessions ago the President sent a mes-

sage to Congress advising against an investigation of the Sugar Trust by Congress on the ground that it might result in granting immunity to those who testified. Did you advise the President in that matter?

Mr. WICKERSHAM. Mr. Chairman, I prefer not to say what I advised the President, because I think that is a matter between him and me.

The CHAIRMAN. Is it your own judgment that immunity could be granted?

Mr. WICKERSHAM. Under the present condition of the law, I think not. It depends upon what investigation it is.

The CHAIRMAN. By a committee of Congress?

Mr. WICKERSHAM. By a committee of either House of Congress under the present condition of the law and without a joint resolution or an act I think no immunity can be granted. I think that a witness might stand on his constitutional privilege and refuse to answer, but there is no provision for giving him immunity if he does answer.

The CHAIRMAN. Except on the ground that he could not be required to incriminate himself?

Mr. WICKERSHAM. Yes, sir.

Mr. MURRAY. Did you suggest a change in the law?

Mr. WICKERSHAM. Section 860 of the Revised Statutes was repealed. That was a section which granted immunity. The Department of Justice had found that to be a considerable embarrassment in the administration of justice and on my suggestion a bill which I drew was passed repealing it.

The CHAIRMAN. You made mention a little while ago about the friar land controversy in the Philippine Islands?

Mr. WICKERSHAM. Yes, sir.

The CHAIRMAN. You rendered an opinion in that case?

Mr. WICKERSHAM. I did.

The CHAIRMAN. Was that opinion prepared personally by you?

Mr. WICKERSHAM. It was not.

The CHAIRMAN. It was submitted to you?

Mr. WICKERSHAM. It was prepared by Mr. Robert A. Howard, an attorney in the department, who died the other day, and was examined by me, and approved by me, and adopted by me, and signed.

The CHAIRMAN. The request for that opinion came from the Bureau of Insular Affairs?

Mr. WICKERSHAM. I think it came from the Secretary of War. It would properly come from the Secretary of War.

The CHAIRMAN. At the time that opinion was rendered did you know who were the prospective purchasers of the friar lands?

Mr. WICKERSHAM. I did not.

The CHAIRMAN. Did you know at that time that Mr. Hammond had been connected with the negotiations?

Mr. WICKERSHAM. I did not.

The CHAIRMAN. Did you know that Mr. Havemeyer was connected with the negotiations in any way?

Mr. WICKERSHAM. I did not.

The CHAIRMAN. Do you remember the date of that opinion? I have forgotten it.

Mr. WICKERSHAM. I do not, Mr. Chairman. I think it was along in February or March, 1910.

The CHAIRMAN. It is dated December 18, 1909. You had not seen the letter of the Secretary of War to the President, dated December 2, 1909, in which the names of the prospective purchasers were mentioned?

Mr. WICKERSHAM. I had not. I had seen nothing but the request for the opinion accompanying a memorandum that referred to the law with respect to it.

The CHAIRMAN. It afterwards developed that Mr. Havemeyer, Mr. Welch, and Mr. Senff were the purchasers?

Mr. WICKERSHAM. Yes, sir.

The CHAIRMAN. At that time Mr. Senff was one of the parties under indictment in connection with the sugar frauds?

Mr. WICKERSHAM. No; I think not. Mr. Senff may have been; I do not know whether he was at that time. I think not. The dates will show. I think not, however, Mr. Chairman. What was the date of the opinion?

The CHAIRMAN. December 18, 1909.

Mr. WICKERSHAM. Yes. On July 1, 1909, an indictment was found resulting from the Earle case against Kissel, Senff, and others. That is referred to on page 19 of my report for 1910. That was the indictment for the special matter in connection with the sugar refining company.

The CHAIRMAN. Did you have at that time personal acquaintance with Mr. Senff?

Mr. WICKERSHAM. I do not think I ever met him.

The CHAIRMAN. Did you know Mr. Havemeyer?

Mr. WICKERSHAM. I can not recall that I ever met him. I may have met him casually, but I do not recall it.

The CHAIRMAN. Did you know Mr. Welch?

Mr. WICKERSHAM. I do not think I ever met him.

The CHAIRMAN. The Senff who was the purchaser of the San Jose estate of the friar lands is the same Senff indicted in July, 1909?

Mr. WICKERSHAM. I do not know anything about that. I presume he was, but I do not know anything about it.

The CHAIRMAN. Was it or was it not your judgment at the time you rendered this opinion that it was the general policy of the Government in dealing with the Philippine lands to restrict the amount of purchase that could be made by a corporation to 2,500 acres and an individual to about 40 acres?

Mr. WICKERSHAM. I do not think I knew anything about the policy of the Government. I was asked one simple question of law by the Secretary of War and I rendered an opinion answering that one question. Subsequently, I was asked one other question and gave one other opinion, which I think you will find in the report. At that time that was all I knew of the subject. I examined the legal question referred to me and concurred in the opinion which I signed. Of course, afterwards, when it became a subject of discussion, I reexamined it and was confirmed by my reexamination in the opinion which I then expressed. I had nothing to do with the policy, it was simply the interpretation of a statute.

The CHAIRMAN. You are still of the opinion that a fair interpretation of the statute will permit the sale of the friar lands in any quantity to individuals?

Mr. WICKERSHAM. I am distinctly of that opinion.

The CHAIRMAN. I believe you stated that at the time you rendered that opinion you then knew nothing of Mr. Hammond's prior connection with the case?

Mr. WICKERSHAM. I knew nothing about the matter except what was contained in the letter asking my opinion.

The CHAIRMAN. Mr. Murray suggests that it might be well to incorporate the sections of the statute relating to the Philippine lands, sections 13, 14, and 15.

Mr. WICKERSHAM. All that was the subject of investigation and report by a committee of Congress at the last session. Why not just incorporate the report of that committee?

The CHAIRMAN. There were three reports.

Mr. WICKERSHAM. Those reports cover the ground so comprehensively that I would suggest if you put anything in on the question you put in the whole thing. There was a report signed by a large majority of the committee and then a report signed by three members and then a report signed by one member.

Mr. MURRAY. Does that report also incorporate the opinion?

Mr. WICKERSHAM. My opinion is referred to in the report and annexed to it as an exhibit.

The CHAIRMAN. We will incorporate pertinent portions of the reports, as well as the opinion.

EXHIBIT B.

[Sixty-first Congress, second session.]

MAY 10, 1910.

Resolved, That the Attorney General be, and he is hereby, directed to furnish to the House of Representatives, if not incompatible with the public interest, the following-named documents and the information herewith requested:

(a) The date and full text of the opinion of the Attorney General sent to the Secretary of War, informing him that lands in the Philippine Islands known as "friar lands" could be sold in excess of the limitation fixed in the act of Congress entitled "An act temporarily to provide for the administration of affairs of civil government in the Philippine Islands, and for other purposes," approved July first, nineteen hundred and two.

(b) Whether or not the Attorney General or Department of Justice, at the date of the above opinion, had any knowledge or information as to who were the prospective purchasers of the San Jose estate, in the Island of Mindoro, Philippine Islands, a part of the "friar lands."

(c) The date when the Government accepted a settlement from the American Sugar Refining Company for the amount due in revenue or fines through the short-weight cases at the port of New York, together with a statement of the approximate amount of revenue the Government had lost from the American Sugar Refining Company at that date by the short-weight frauds, as disclosed by evidence in the possession of the Department of Justice.

(d) Whether or not the Department of Justice at the date of the consummation of the sale of the San Jose estate, on January fourth, nineteen hundred and ten, had possession of any of the facts and evidence upon which was based the indictment of Charles R. Heike, secretary of the American Sugar Refining Company, in the United States district court for the southern district of New York.

Attest:

A. McDOWELL, Clerk.

DEPARTMENT OF JUSTICE,
May 13, 1910.

To the SPEAKER.

SIR: I am in receipt of a resolution adopted by the House of Representatives May 10, 1910, in the following language:

"Resolved, That the Attorney General be, and he is hereby, directed to furnish to the House of Representatives, if not incompatible with the public interest, the following-named documents and the information herewith requested:

"(a) The date and full text of the opinion of the Attorney General sent to the Secretary of War informing him that lands in the Philippine Islands known as 'friar

lands' could be sold in excess of the limitation fixed in the Act of Congress entitled 'An Act temporarily to provide for the administration of affairs of civil government in the Philippine Islands, and for other purposes,' approved July first, nineteen hundred and two.

"(b) Whether or not the Attorney General or Department of Justice, at the date of the above opinion, had any knowledge or information as to who were the prospective purchasers of the San Jose estate, in the island of Mindoro, Philippine Islands, a part of the 'friar lands'.

"(c) The date when the Government accepted a settlement from the American Sugar Refining Company for the amount due in revenue or fines through the short-weight cases at the port of New York, together with a statement of the approximate amount of revenue the Government had lost from the American Sugar Refining Company at that date by the short-weight frauds, as disclosed by evidence in the possession of the Department of Justice.

"(d) Whether or not the Department of Justice at the date of the consummation of the sale of the San Jose estate, on January fourth, nineteen hundred and ten, had possession of any of the facts and evidence upon which was based the indictment of Charles R. Heike, secretary of the American Sugar Refining Company, in the United States District Court for the Southern District of New York."

In reply to which I beg to say:

(a) The opinion of the Attorney General to the Secretary of War referred to was dated December 18, 1909. It is the rule of the department that an opinion rendered to another department can not be made public except by or with the approval of the latter. In this case, however, the copy of the opinion under consideration was transmitted by the Secretary of War to a committee of Congress and printed in the Congressional Record of March 28, 1910, page 3889. I annex an additional copy to this communication.

(b) At the date of the said opinion neither I, nor, so far as I can ascertain, any other representative of the Department of Justice had any knowledge or information as to who were the prospective purchasers of the San Jose estate in the Island of Mindoro, P. I., a part of the "friar lands."

(c) The settlement with the American Sugar Refining Co. referred to, was approved by the Secretary of the Treasury May 19, 1909. The utmost estimate of the total claim which the Government could assert for frauds in the underweighing of sugars imported by the American Sugar Refining Co. and the American Sugar Refining Co. of New York, according to the report of the agents and attorneys of the Government, was \$2,723,204.41. The full amount which I was advised by Mr. Henry L. Stimson, special assistant in charge of the prosecutions, the Government would have been able to prove and recover for in litigation, in addition to the judgment recovered in the forfeiture suit March 5, 1909, of \$134,116.03, was the sum of \$2,000,000. The payment made in settlement was the aggregate of these two sums.

(d) The special assistant to the Attorney General and his staff undoubtedly had in their possession on January 4, 1910, some of the facts and evidence upon which was based the indictment on January 14, 1910, of Charles R. Heike, secretary of the American Sugar Refining Co., in the United States District Court for the Southern District of New York.

Very respectfully,

GEO. W. WICKERSHAM,
Attorney General.

DISPOSITION OF FRIAR LANDS IN THE PHILIPPINE ISLANDS.

[The limitations in section 15 of the act of July 1, 1902 (32 Stat., 696), of the amount of public land which may be acquired by individuals and corporations in the Philippine Islands do not apply to estates purchased by the Philippine Government from religious orders pursuant to the authority of sections 63, 64, and 65 of said act.]

DEPARTMENT OF JUSTICE,
December 18, 1909.

SIR: In your letter of December 4 instant, you request an opinion upon the question "whether section 15 of the act of Congress approved July 1, 1902, entitled 'An act temporarily to provide for the administration of the affairs of civil government in the Philippine Islands, and for other purposes,' limiting the amount of land which may be acquired by individuals and corporations, is made applicable by section 65 of said act to the estates purchased from religious orders in the Philippine Islands pursuant to the authority conferred upon the Philippine Government by sections 63, 64, and said section 65 of the act mentioned."

Section 15 must be taken in connection with sections 12 and 13, which are as follows (32 Stat., 695, 696):

"SEC. 12. That all the property and rights which may have been acquired in the Philippine Islands by the United States under the treaty of peace with Spain, signed December tenth, eighteen hundred and ninety-eight, except such land or other property as shall be designated by the President of the United States for military and other reservations of the Government of the United States, are hereby placed under the control of the Government of said islands to be administered for the benefit of the inhabitants thereof, except as provided in this act.

"SEC. 13. That the Government of the Philippine Islands, subject to the provisions of this act and except as herein provided, shall classify according to its agricultural character and productiveness, and shall immediately make rules and regulations for the lease, sale, or other disposition of the public lands other than timber or mineral lands, but such rules and regulations shall not go into effect or have the force of law until they have received the approval of the President and when approved by the President they shall be submitted by him to Congress at the beginning of the ensuing session thereof and unless disapproved or amended by Congress at said session they shall at the close of such period have the force and effect of law in the Philippine Islands: *Provided*, That a single homestead entry shall not exceed sixteen hectares in extent."

Section 15 then provides:

"That the Government of the Philippine Islands is hereby authorized and empowered, on such terms as it may prescribe, by general legislation, to provide for the granting or sale and conveyance to actual occupants and settlers and other citizens of said islands such parts and portions of the public domain, other than timber and mineral lands, of the United States in said islands as it may deem wise, not exceeding sixteen hectares to any one person and for the sale and conveyance of not more than one thousand and twenty-four hectares to any corporation or association of persons: *Provided*, That the grant or sale of such lands, whether the purchase price be paid at once or in partial payments, shall be conditioned upon actual and continued occupancy, improvement, and cultivation of the premises sold for a period of not less than five years, during which time the purchaser or grantee can not alienate or encumber said land or the title thereto; but such restriction shall not apply to transfers of rights and title of inheritance under the laws for the distribution of the estates of decedents."

The lands referred to in sections 13 and 15 are agricultural lands. They are carefully distinguished from timber and mineral lands. They are lands which have been acquired in the Philippine Islands by the United States under the treaty with Spain. Section 13 is a recognition of homestead entries. Section 15 provides for the grant or sale of lands to actual occupants and settlers and other citizens, but the grants and sale thus made are upon the condition of actual and continued occupancy, improvement, and cultivation for less than five years.

In accordance with the authority given to it the Philippine Commission enacted the law known as the public land law to carry out the provisions of these sections.

Sections 63, 64, and 65 (32 Stat., 706) were enacted for a different purpose. The authority of the Philippine government in relation to property was largely extended. They are as follows:

"SEC. 63. That the government of the Philippine Islands is hereby authorized, subject to the limitations and conditions prescribed in this act, to acquire, receive, hold, maintain, and convey title to real and personal property, and may acquire real estate for public uses by the exercise of the right of eminent domain.

"SEC. 64. That the powers hereinbefore conferred in section sixty-three may also be exercised in respect of any lands, easements, appurtenances, and hereditaments which, on the thirteenth of August, eighteen hundred and ninety-eight, were owned or held by associations, corporations, communities, religious orders, or private individuals in such large tracts or parcels and in such manner as in the opinion of the commission injuriously to effect the peace and welfare of the people of the Philippine Islands. And for the purpose of providing funds to acquire the lands mentioned in this section said government of the Philippine Islands is hereby empowered to incur indebtedness, to borrow money, and to issue, and to sell at not less than par value, in gold coin of the United States of the present standard value or the equivalent in value in money of said islands, upon such terms and conditions as it may deem best, registered or coupon bonds of said government for such amount as may be necessary, said bonds to be in denominations of fifty dollars or any multiple thereof, bearing interest at a rate not exceeding four and a half per centum per annum, payable quarterly, and to be payable at the pleasure of said government after dates named in said bonds not less than five nor more than thirty years from the date of their issue, together with interest thereon, in gold coin of the United States of the present standard value or the equivalent in value in money of said islands; and said bonds shall be exempt from the payment of all taxes or duties of said government, or any local authority

therein, or of the Government of the United States, as well as from taxation in any form by or under State, municipal, or local authority in the United States or the Philippine Islands. The moneys which may be realized or received from the issue and sale of said bonds shall be applied by the government of the Philippine Islands to the acquisition of the property authorized by this section, and to no other purposes.

"Sec. 65. That all lands acquired by virtue of the preceding section shall constitute a part and portion of the public property of the government of the Philippine Islands, and may be held, sold, and conveyed, or leased temporarily for a period not exceeding three years after their acquisition by said government on such terms and conditions as it may prescribe, subject to the limitations and conditions provided for in this act: *Provided*, That all deferred payments and the interest thereon shall be payable in the money prescribed for the payment of principal and interest of the bonds authorized to be issued in payment of said lands by the preceding section and said deferred payments shall bear interest at the rate borne by the bonds. All moneys realized or received from sales or other disposition of said lands or by reason thereof shall constitute a trust fund for the payment of principal and interest of said bonds, and also constitute a sinking fund for the payment of said bonds at their maturity. Actual settlers and occupants at the time said lands are acquired by the government shall have the preference over all others to lease, purchase, or acquire their holdings within such reasonable time as may be determined by said government."

The lands designated in these sections were acquired in an entirely different manner from the property acquired under the treaty with Spain. Their disposition was upon different principles. Complete general power to acquire and dispose of property, real and personal, was given by section 63 to the Philippine Government, subject only to the limitations and conditions of the act. Special provision was made in the sixty-fourth section for the acquisition of lands owned by or held by associations, corporations, communities, religious orders, or private individuals in such large tracts or parcels and in such manner as in the opinion of the commission injuriously to affect the peace and welfare of the people of the Philippine Islands. To provide funds for this purpose, the Government was authorized to issue and sell their registered or coupon bonds, the proceeds of the sales of which were to be applied exclusively to the acquisition of property. By section 65 the lands were to be held, sold, and conveyed on such terms and conditions as the Philippine Government might prescribe, subject to the limitations and conditions of the act.

A sinking fund was created, embracing the moneys realized from sales or disposition of the said lands, for the payment of the bonds at their maturity.

To be sure, provision was made for the protection of occupants and settlers by giving them preference in purchasing or leasing said lands; but these purchases were in recognition of rights vested before the lands were acquired and were on a different basis from the preemption purchases by occupants and settlers upon the condition of occupancy, improvement, and cultivation.

The Philippine Commission enacted a law, April 26, 1904 (Public Laws, v. 3, p. 312), "for the administration and temporary leasing and sale of certain haciendas and parcels of land, commonly known as friar lands, for the purchase of which the Government of the Philippine Islands has recently contracted, pursuant to the provisions of sections 63, 64, and 65 of an act of the Congress of the United States, entitled 'An act temporarily to provide for the administration of the affairs of civil government in the Philippine Islands, and for other purposes,' approved on the 1st day of July, 1902."

This act fully provided for carrying into effect the act of Congress in the acquisition of the friar lands. It appears that the lands were purchased and the bonds issued in conformity with the conditions in these statutes.

One of the recitals in the Philippine act, after stating the terms of the act of Congress, is that "whereas the said lands are not 'public lands' in the sense in which those words are used in the public-land act, No. 926, and can not be acquired or leased under the provisions thereof, and it is necessary to provide proper agencies for carrying out the terms of said contracts of purchase and the requirements of said act of Congress with reference to the leasing and selling of said lands and the creation of a sinking fund to secure the payment of the bonds so issued."

The public-lands act was "general legislation" to carry out the provisions of sections 12, 13, 14, 15, and 16. The restrictions and limitations of those sections are specific and well defined. They apply to lands acquired by the treaty of peace with Spain. The citizens are limited in their rights of purchase to quantity and to compliance with the requirements of occupancy and cultivation.

The purchase of the friar lands was made under the authority of the legislation herein recited. That authority was lawfully delegated to the Philippine Government by Congress. The Government has complete control over the sale of the lands "on such

terms and conditions as it may prescribe," subject to the limitations and conditions provided for in the act of 1902.

All moneys realized from the issue and sale of the bonds authorized by the sections of the act recited herein must be applied to the acquisition of the property and to no other purpose. The moneys received from the sales and disposition of the lands constitute a trust fund for the payment of the principal and interest of the bonds and also a sinking fund for the payment of the bonds at maturity. There are conditions prescribed in the act of Congress and carried into the Philippine Commission act. The intention of Congress was to abolish a system of ownership disadvantageous to the Government; and, at the same time, to provide for the sale of the acquired property, so that the bonds issued for the purchase might not become a permanent burden.

I am of opinion that the limitations in section 15 do not apply to the estates purchased from religious orders under sections 63, 64, and 65 of the Philippine act.

Very respectfully,

GEORGE W. WICKERSHAM.

The SECRETARY OF WAR.

Mr. WICKERSHAM. There were two opinions, either printed as appendices or as a part of the report.

The CHAIRMAN. In each of these reports there was a recommendation that some provision be made by law to restrict the sale of these lands?

Mr. WICKERSHAM. I think so. Of course, that dealt with future legislation.

The CHAIRMAN. I noticed somewhere, probably in this report of that committee, a letter of Mr. Hammond, who had originally been connected with the negotiations, at a certain period severed his connection on the ground that there might be involved some discretion upon the part of somebody connected with the Government in respect to the sale. As I understand, of course, you think there was no discretion involved in your department in rendering an opinion upon a legal phase of the question?

Mr. WICKERSHAM. I had simply a question of statutory interpretation put to me that involved the exercise of my best legal judgment, but not any individual discretion.

The CHAIRMAN. Of course in preparing the opinion you consulted all the sections of the Philippine act dealing with the question of the disposition of the Philippine lands?

Mr. WICKERSHAM. Oh, certainly. The whole question involved was whether the friar lands were subject to the same limitation with respect to their distribution as was imposed with respect to the public domain, and it called for a construction of the sections dealing with the friar lands in view of that consideration.

The CHAIRMAN. You knew at that time that there was a conflict of opinion as to whether or not the friar lands were controlled by sections 13, 14, and 15?

Mr. WICKERSHAM. No. I know of no conflict of opinion. On the contrary, I think up to that time, so far as I knew, there was no conflict of opinion. The opinion which I expressed was in conformity with the views of the Philippine authorities, as I understand it, and the position which had been taken by the previous Secretaries of War, and the Philippine Commission had legislated in accordance with those views. The first time I heard of their being any difference of opinion was sometime subsequent to rendering my opinion, when an opinion written by Mr. Moorefield Story was read on the floor of the House by, I think, Mr. McCall. That is the first time I knew that there was really a difference of opinion. That is in the Congressional Record. You will find it in the report.

The CHAIRMAN. You would interpret sections 13, 14, 15, and 16 of the Philippine act as throwing restrictions around the amount of land that might be sold, public land in the Philippines that might be sold, to individuals?

Mr. WICKERSHAM. Yes, sir. The sale of the public domain was, of course, restricted. My opinion is that the same restrictions were not intended to be imposed on the friar lands. They were acquired under totally different circumstances and concerning which, I can see from the statute, a very different view was entertained.

The CHAIRMAN. You understand from sections 13, 14, 15, and 16 that the purpose was to prevent the exploitation of the Philippine Islands by Americans and by foreigners?

Mr. WICKERSHAM. I suppose with respect to the public domain it was intended to apply a policy similar to that which Congress has enacted regarding the public domain of our continent, that it was not to be owned in large parcels and by large interests, but to be opened to settlement in small amounts and to stimulate industry and production on the part of a large population.

The CHAIRMAN. Considered as public policy, was there any reason why a different policy should be pursued as to the friar lands from that pursued with reference to the public domain?

Mr. WICKERSHAM. I think Congress thought so. Of course, I can not speak for a policy, but there were other considerations. They were all discussed very elaborately before the committee, and, of course, my view as to that policy is only that of an individual.

The CHAIRMAN. In one case I think the land was called the public domain?

Mr. WICKERSHAM. Yes, sir.

The CHAIRMAN. And in the other case public property. Do you draw a distinction between those two terms?

Mr. WICKERSHAM. I would hardly want to justify my opinion by simply a comparison of those two phrases. I think the friar lands were intended to be disposed of without the restrictions which were imposed on the public domain. They were acquired for the purpose of getting rid of a class of tenantry that had become objectionable under the conditions there. The Philippine Government had undertaken a large obligation to acquire them and was desirous of getting back its money, and in that effort I did not understand that Congress had imposed upon it any limitations concerning the amount sold. One consideration, in passing, may be mentioned and that was the option given to the existing occupants to acquire the land they occupied without the slightest limitation as to amount. So, if there was a tenant with 5,000 acres he had the first opportunity to purchase it and there was no limitation upon it.

The CHAIRMAN. I believe the final result was that these three gentlemen had a Mr. Poole purchase about 60,000 acres of the friar lands?

Mr. WICKERSHAM. My only knowledge on the subject is what I have derived from the reports, and I think it is about 55,000 acres which they acquired.

The CHAIRMAN. Do you know the owners of that property now?

Mr. WICKERSHAM. I have not the remotest idea, except I remember reading in the report of an improvement company—the Mindoro Improvement Co.

The CHAIRMAN. These three gentlemen were in one way or another connected with the American Sugar Refining Co.?

Mr. WICKERSHAM. I assume so.

The CHAIRMAN. Mr. Horace Havemeyer was the son of the former president?

Mr. WICKERSHAM. That is my information.

The CHAIRMAN. Mr. Welch has been connected with it, within your knowledge?

Mr. WICKERSHAM. Connected with the improvement company?

The CHAIRMAN. The American Sugar Refining Co.?

Mr. WICKERSHAM. I think he was one of the directors; that is my recollection.

The CHAIRMAN. Have you any knowledge of the price that was paid for the San Jose estate?

Mr. WICKERSHAM. No; I have no knowledge except what is in the report. I read the report, but I do not recall now what the figure was.

The CHAIRMAN. I notice on page 4 of your 1910 report the statement that—

In April, 1910, charges were laid before the Department to the effect that certain individuals had formed a combination and conspiracy to monopolize raw cotton and withhold it from the market for speculative purposes, with the object of greatly increasing its price.

Would you consider it proper to advise the committee as to who supplied this information?

Mr. WICKERSHAM. I would prefer to be excused from that. That prosecution is still pending, and there is an appeal to the Supreme Court pending by the Government from a decree sustaining the demurrer to certain counts of the indictment, which will be heard, I hope, in the early fall, and then the remainder of the case is still pending, undetermined, and I prefer to be excused from mentioning anybody connected with it.

The CHAIRMAN. Would you object to saying whether any Senator or Member of the House made any complaint to you?

Mr. WICKERSHAM. I would not object to saying that no Senator or Member of the House did; not to me personally.

The CHAIRMAN. Did you get your information from any spinner of cotton or manufacturer?

Mr. WICKERSHAM. I can not tell you; I am not sure. I do not know personally whether it came originally from such an one; I can not tell you.

The CHAIRMAN. Did your department get the information from any member of the New York Cotton Exchange or any attorney?

Mr. WICKERSHAM. If you will pardon me, I really think I can not tell you, because I think it is not consistent with public interests to give any information as to where that information came from at present. The prosecution is pending and it has been the subject of a great deal of discussion, some vituperation, and much abuse, both in Congress and out. I consider that the prosecution is abundantly justified by the decision of United States Judge Noyes on the demurrer, although he held—that is the point to go to the Supreme Court—that the Sherman law could not reach a corner which he declared to be immoral and wrong, but, he says, “not within the Federal law.” I hope to satisfy the Supreme Court to the contrary, and then we will have to try out that case.

The CHAIRMAN. Your effort was to show that it was an unreasonable restraint of trade?

Mr. WICKERSHAM. It was.

The CHAIRMAN. I desire to ask you a number of questions similar to the ones you have already declined to answer on the ground that these prosecutions are still pending. I hope you will not consider it done in any spirit of disrespect.

Mr. WICKERSHAM. Not at all. I want to answer all your questions, but respecting pending litigation I must be cautious.

The CHAIRMAN. Do you know of Craig & Jenks, in New York?

Mr. WICKERSHAM. Not that I am aware of.

The CHAIRMAN. Would you care to say whether any of the information came from them or from McFadden Bros.?

Mr. WICKERSHAM. I would rather not make any statement as to where it came from. I do not want to be understood in making that statement that it came from any of these gentlemen who have been mentioned, and I want the same reservation to apply to all of them. My point is that I consider that it is inconsistent with the public interests at this time to state where any of this information which resulted in this indictment came from.

The CHAIRMAN. The committee appreciates your position. I will ask you if you feel free to state whether it came from any of the firms doing business on the New York Cotton Exchange that are usually denominated "bears" on the market?

Mr. WICKERSHAM. I must confess that I really do not know what firms are usually denominated "bears" on the New York Cotton Exchange, and therefore I can not answer that question. I suppose nobody has less knowledge of the Cotton Exchange than I have.

The CHAIRMAN. Did it come from Mr. Henry W. Taft?

Mr. WICKERSHAM. It did not.

The CHAIRMAN. From anybody connected with the firm of Strong & Cadwalader?

Mr. WICKERSHAM. It did not.

The CHAIRMAN. Or from any of their known clients?

Mr. WICKERSHAM. It did not.

The CHAIRMAN. I think there were two indictments returned in the cotton case?

Mr. WICKERSHAM. There were. As a matter of fact, there was some technical defect in the first one.

The CHAIRMAN. The first one was found about May or June, 1910, and, I think, the last one about July, 1910?

Mr. WICKERSHAM. About a month apart, I think.

The CHAIRMAN. When was the fact made public that this last indictment was obtained?

Mr. WICKERSHAM. I can not tell you, Mr. Beall.

The CHAIRMAN. You know whether several months intervened between the time of indictment by the grand jury and the time it was made public?

Mr. WICKERSHAM. I do not know; I can not tell.

The CHAIRMAN. Do you know any reason why the fact was kept in reserve?

Mr. WICKERSHAM. If it was, there must have been a good reason, but I can not tell you at this moment what the reason was.

The CHAIRMAN. Do you know who drew the first indictment and who the second indictment?

Mr. WICKERSHAM. No; I can not say absolutely. There were three or four lawyers of the department at work on them.

The CHAIRMAN. Were those indictments submitted to you before they were made public?

Mr. WICKERSHAM. The fact of the finding of the indictment. Whether the indictment itself was, I am not sure. I think probably not. I do not consider myself an expert on drafting indictments, and I think probably they were not.

The CHAIRMAN. Do you know what effect on the cotton market the obtaining of those indictments had?

Mr. WICKERSHAM. No, sir; I do not. I regard the indictment as involving a very important feature of the antitrust law and I think it is very desirable that that question should be settled by the Supreme Court, because I think possibly a good deal of the high cost of certain articles of common use has resulted from monopolies in commodities of the character involved in these indictments.

The CHAIRMAN. If it is a fact, I suppose it is a mere coincidence that these indictments were made public at a time when there was a bear raid in progress?

Mr. WICKERSHAM. Well, I really do not know, Mr. Beall.

The CHAIRMAN. This contract upon which Brown, Hayne, and others were indicted was a contract made between them and certain spinners, I believe. Why were not the spinners, as parties to the contract, also indicted?

Mr. WICKERSHAM. As ultimately I hope to be able to try this case, I do not think it would tend to help the Government's case to discuss why certain people were indicted and others were not, and so, if you will pardon me, I will not discuss that.

The CHAIRMAN. Was there any investigation made by your department looking to the indictment of the second parties to this contract?

Mr. WICKERSHAM. I do not care to discuss that, either.

The CHAIRMAN. I come from a cotton country, and our people down there are anxious to know why all the machinery of the Government is invoked to prosecute men who are engaged in an attempt to boost the price of cotton, if I may use that term, and no indictment is returned against those interested in depressing the price of it?

Mr. WICKERSHAM. I have heard a similar complaint against almost every indictment procured at the instance of the Department of Justice under the Sherman law. Somebody always wants to know why those particular defendants are indicted and somebody else is not. Now, of course, the Government officials in the Department of Justice have got to exercise the discretion which is vested in them by law and do the best we can, and we try to. As between indicting men who are easily located, easily made defendants, and whose participation in a matter is easily established, and indicting a number of people whose participation may not be so direct and who would be more scattered and more difficult to get at, I think you can readily see that in determining a somewhat novel application of the law a prosecuting officer would naturally take the more readily ascertainable and tangible defendants.

The CHAIRMAN. Is it not a fact that in this particular case the very basis of the indictment against Brown, Hayne, and others was an agreement they had made in writing, signed by them and signed by about 60 of the spinners?

Mr. WICKERSHAM. I do not think that the progress of the prosecution would have been accelerated by bringing in the 60 spinners. Of course, the statute of limitations does not run against them, and if the result of this is to sustain the indictment, the Government will consider their action.

The CHAIRMAN. Up to the present time has the Government considered their action?

Mr. WICKERSHAM. No indictment has been found.

The CHAIRMAN. The basis of the first indictment was this written agreement to which the spinners were parties?

Mr. WICKERSHAM. That plays a part in the indictment, of course.

The CHAIRMAN. From your investigations do you know who started the negotiations that resulted in this agreement—whether the proposition came from the spinners?

Mr. WICKERSHAM. I think the facts are fully known, but, of course, I do not feel at liberty to testify regarding them here. Naturally, I understand perfectly that the producers of raw material favor anything that enhances the price of their product; but, after all, the question comes down to what the ultimate consumer has got to pay. We had the same question with regard to tobacco.

The CHAIRMAN. Was any information ever offered to the department as to the connection of these spinners with this transaction, or did the department ever seek information upon that question?

Mr. WICKERSHAM. I am not prepared to state, if you will pardon me.

The CHAIRMAN. This agreement, I believe, contemplated the purchase of about 300,000 bales of actual cotton, which is represented to be one thirty-fifth of the production of the United States for that year, and, in your judgment, would the purchase of that proportion of the crop of 1909 constitute an unreasonable restraint of trade?

Mr. WICKERSHAM. Did it not represent substantially the entire amount of free cotton on the market of that year's crop?

The CHAIRMAN. Perhaps so, in the New York market.

Mr. WICKERSHAM. It went a little beyond that. Did it not represent substantially the entire amount of the free cotton in the market?

The CHAIRMAN. I suppose not.

Mr. WICKERSHAM. At the time the agreement was made it represented substantially the entire amount of free cotton of the 1909 crop.

Mr. WITHERSPOON. About what part of the year was the agreement made?

Mr. WICKERSHAM. Toward the close of the crop year; I have forgotten the date.

Mr. MURRAY. The charges were laid before the department in April.

Mr. WICKERSHAM. Of course, predicated on acts done some time before.

The CHAIRMAN. At the time the investigation was made by the department did you have a copy of this agreement before you, have access to it?

Mr. WICKERSHAM. I do not recall whether I did then or not, Mr. Chairman, but at some time I saw a copy, but when it was I can not say.

The CHAIRMAN. Has there ever been by your department an effort made to invoke the penalties of the Sherman antitrust law against

the cotton spinners or other people whose interest it is to have a low price of cotton rather than a high price of cotton?

Mr. WICKERSHAM. No, sir; I think not. I think this is the only effort made to deal with the subject. If we are successful in this effort, then we can consider the application the other way.

The CHAIRMAN. Are you aware of the fact that according to general rumors, newspaper reports, and otherwise, it is currently believed that there are frequently agreements between cotton spinners as to curtailing the production of cotton goods for the purpose of affecting the market?

Mr. WICKERSHAM. No, sir; I do not think I ever had my attention called to such agreements.

The CHAIRMAN. Let me call your attention to some newspaper paragraphs. The Journal of Commerce of New York, of February 7, 1910, contained an article relative to a contemplated agreement between the cotton manufacturers to close down the mills for 12 weeks.

The Journal of Commerce of January 8, 1910, contained a report in reference to a conference of Southern spinners to fix prices, where it was unanimously decided to follow out strictly the uniform schedule of prices drawn up and adopted, and unless such action caused improvement in prices of goods, to curtail production systematically and heavily.

On February 26, 1910, the same Journal of Commerce contained an article as to an agreement to close 67½ hours between that time and August of members of Cotton Manufacturers' Association.

The Journal of Commerce of June 18, 1910, contained an article saying that effect of handing down indictments to-day was to break the market \$1 per bale. That represented about \$11,000,000 almost to the producers of cotton.

Mr. WICKERSHAM. Did it or did it not represent about that amount of money to the speculators in cotton? Had not the producers practically sold their cotton at that time?

The CHAIRMAN. To a very large extent the producers had probably sold their cotton.

Mr. WICKERSHAM. My judgment would be that the producer would not be affected at all by the change.

The CHAIRMAN. The Journal of Commerce of July 16, 1910, contained a dispatch from Fall River that the corporations join in movement to shut down next week.

Mr. WICKERSHAM. One of the charges made in the indictment, and that is in line with it, is that the effect of this corner was to put up the price of cotton to such an extent that the spinners had to shut down. That was the important consequence resulting from this movement.

The CHAIRMAN. This agreement was simply to accept the cotton for which they had made contracts to purchase. The 320,000 bales in all in this agreement was cotton kept in New York, as I understand it, for the purpose of tendering it upon these contracts. Now, do you know whether spinners go on the New York Cotton Exchange for the purpose of buying cotton for use in the mills?

Mr. WICKERSHAM. I do not know. I suppose they buy from brokers and the brokers must be on the exchange.

The CHAIRMAN. Do you know the character of the cotton kept in New York?

Mr. WICKERSHAM. No, sir.

The CHAIRMAN. I think it is the undesirable class of cotton kept there for the purpose of tendering upon these contracts, knowing that the purchasers can not very well afford to accept it.

Mr. WICKERSHAM. Mr. Beall, if that is so, that would indicate that instead of the New York Cotton Exchange being a place for legitimate trading in this commodity, they simply keep and tender undesirable cotton for the purpose of making an apparent compliance with their contracts?

The CHAIRMAN. That is the case.

Mr. WICKERSHAM. I thought it was different.

The CHAIRMAN. A large part of the cotton kept in New York is to a very large degree unspinnable cotton, cotton that no spinner could well afford to accept upon delivery.

Mr. WICKERSHAM. Does the cotton exchange admit that?

The CHAIRMAN. They admit that it is the less desirable cotton.

Mr. WICKERSHAM. They do?

The CHAIRMAN. Yes, sir.

Mr. WICKERSHAM. Do you mean to say that when a man makes a contract that calls for the first grade of cotton, that when he calls for the cotton under his contract he gets an undesirable grade?

The CHAIRMAN. Perhaps it is the very grade that the spinner can not use that he would get upon the New York Cotton Exchange contract.

Mr. WICKERSHAM. If that is so, the sooner it is known to the public the better.

The CHAIRMAN. I think so. If a spinner should go upon the New York Cotton Exchange and make a contract for the purchase of cotton, when it comes to the delivery they could and probably would tender him an undesirable grade of cotton—cotton that he can not spin at all.

Mr. WICKERSHAM. Does he not regulate by his contract the grade of cotton that may be tendered to him?

The CHAIRMAN. No, sir; he is not permitted under a contract on the New York Cotton Exchange to do that. The basis of the trading is middling cotton. If they tender him cotton below middling, an allowance is made to him. If they tender him cotton above middling, he is compelled to pay more than the middling price—the price at which he made his contract. If he is a spinner of a low grade and he goes on the New York Cotton Exchange to buy cotton, they have the right to tender the very finest grade of cotton. It is always the grade of cotton that is least in demand that is kept in reserve in New York in the warehouses to tender upon these contracts.

Mr. WICKERSHAM. Where does the spinner buy? Suppose that you represent a mill company in Massachusetts and want 600 bales of the highest grade of cotton, where would you buy it?

The CHAIRMAN. Ordinarily from the spot dealer, who may also be a member of the New York Cotton Exchange.

Mr. WICKERSHAM. Where does he get it?

The CHAIRMAN. He gets it in the cotton region of the South, but ordinarily the spinner can not go upon the New York Cotton Exchange and buy cotton with any assurance that he will get the kind of cotton he wants. As a matter of fact, a large part of the cotton that is kept in New York is kept there from month to month and year to

year, nobody accepting it, and when delivery is tendered they effect a settlement between them at the prevailing difference in price, that is more or less arbitrarily fixed by a committee of the exchange. That cotton is locked up and kept out of the channels of trade. The agreement of these cotton people was to accept this cotton on delivery to them, to accept all that was tendered to them, and not to again tender it upon the New York Cotton Exchange contract, not to keep it locked up in New York, but to send it away; and, as I understand, that is the agreement under which the Government is now prosecuting?

Mr. WICKERSHAM. I am very much interested to hear that side of it because it gives a suggestion of their line of defense, but that is not what I conceive to be a case against them.

The CHAIRMAN. It seems to me that instead of restraining trade and keeping cotton out of the channels of trade, the effect of that agreement would be to return it to the legitimate channels of trade.

Mr. WICKERSHAM. If that was a fact, instead of interposing a demurrer to the indictment, I should have thought that they would invite investigation, as a matter of fact.

The CHAIRMAN. Your experience is that any man charged with any offense avails himself of every possible defense, technical and otherwise, and has there been any such disposition upon the part of any of these defendants?

Mr. WICKERSHAM. They interposed a demurrer to the indictment.

The CHAIRMAN. That was naturally to be expected.

Going on with these reports about the spinners, the Journal of Commerce of September 8, 1910, contains an article which says:

Selling agents want curtailment to continue for another week. Parties endeavoring to bring about another agreement for continuation of curtailment for a few weeks longer.

Mr. WICKERSHAM. You are now reading from the Journal of Commerce?

The CHAIRMAN. Yes, sir.

The Journal of Commerce of September 10, 1910, contains an article which reports heavy week's curtailment by Fall River mills. Some manufacturers look for more curtailment by October.

September 22, article says:

Cotton Manufacturers' Association of South Carolina decides to shut down mills for one week in October.

September 27, 1910, article reports:

Executive committee Cotton Manufacturers' Association of South Carolina decides to shut down all mills for one week in October. Over 3,000,000 spindles affected.

October 13, 1910, article reports—

Anderson, S. C., mills, with two exceptions, will keep to agreement of further curtailment during month of October. Also other mills in the State.

August 8, 1910, article sets out a letter from the president of the South Carolina Manufacturers' Association in regard to curtailment.

January 10, 1911, the same.

January 14, 1911, article states that—

At meeting of Cotton Manufacturers' Association it was decided to curtail if there was a general curtailment of mills of country. If the Southern mills at the meeting of the Southern Cotton Manufacturers' Association decide to join the movement, mills will begin curtailment.

The article says that—

Much will depend, relative to curtailment at Fall River upon the reports to be made as to the intention of outside manufacturers at the meeting of the Arkwright Club to be held at Boston next week.

July 6, 1910, report from Charlotte, N. C., states that "out of 3,000,000 spindles in Peidmont 2,750,000 join in curtailment movement to close for four weeks." Recites an agreement signed by 58 mills.

December 23, 1910, states:

News from Boston yesterday, to the effect that cotton manufacturers were earnestly discussing plans for curtailment, was in line with the news that has been coming from the South for some time past. In fact, it has been known that the southern and eastern manufacturers were acting together on a tentative proposition to recommend a curtailment, and it is believed that if the Arkwright Club finally takes action it will represent the united determination of all the leading cotton manufacturers of the country. It seems needless to add that curtailment is recommended by several merchants who feel that cloths are now being produced in a larger volume than the market can absorb profitably.

Mr. WICKERSHAM. I think they were probably relying on the case of the United States against Knight.

The CHAIRMAN. April 28, 1910:

Wickersham gives out an interview and cotton breaks 15 points.

Mr. WICKERSHAM. I did not know that I was so potent.

The CHAIRMAN. When a man is at the head of the great legal department of the Government his word is more potent than when simply speaking as an individual.

Mr. WICKERSHAM. That is the reason I try to be very cautious in what I do say.

The CHAIRMAN. All this indicates that there were agreements and efforts between the consumers of raw cotton to limit the output of the mills, and thus affect the market not only for the raw cotton by making the demand for it less, but also the price of cotton goods by making the supply less.

Now, the cotton producers in my section of the country believe that if the Sherman antitrust law is to be invoked against those who seek by agreement or otherwise to increase the price of that which they produce, that justice and equity would suggest that the same law be invoked against those who by combination or otherwise seek to control the production or lessen the demand in such a way as to result in a reduced price.

Mr. WICKERSHAM. I entirely agree with you. I think that is absolutely true. Of course we are testing a question now in which up to the present time the decision of the court is against the Government.

The CHAIRMAN. But it seems so unfair to them, Mr. Attorney General, that the test case of the Government affecting their great product should be made in such a way as to affect the price of what they produce rather than the price of what they have to buy.

Mr. WICKERSHAM. I do not believe that it did affect the price of the producer. I think it affected entirely the price to the middleman or the speculator. At the time this prosecution was brought the cotton of 1909 had, I think, every bale of it, substantially, been sold by the producer.

The CHAIRMAN. Yes; but was not this indictment serving notice upon others who might attempt to increase the price of cotton?

Mr. WICKERSHAM. Maybe so. I do not think that would have been affected at all by a simultaneous prosecution against the consumers. My own belief is that the combination of the consumers was a result of the corner of the product, and it was so charged in the indictment. It is pretty hard always to point out what economic effect follows a given course, but that is my general belief.

Mr. MURRAY. The usual consumers of the raw material are the spinners?

Mr. WICKERSHAM. Yes, sir; speaking of the raw material.

The CHAIRMAN. But these combinations among the mill men have been going on for years and years, antedating the finding of this indictment very much and continuing since?

Mr. WICKERSHAM. Perhaps as a result of some cause I do not know. Of course there are many combinations which have been going on, undoubtedly for some time, which the Government has not yet been able to reach. The law with regard to them is being established. I think prior to the recent decisions of the Supreme Court the general impression was that a combination of manufacturers within a State was not within the purview of the Sherman law, and the so-called decision in the Knight case in the Supreme Court had sustained that, and until these recent decisions I think the Knight case was regarded by the profession in general as an authority to the effect that combinations among manufacturers or producers within a State did not infringe on the law.

We found the other day in Boston some indictments which will raise the same question against the milk producers, involving about 85 per cent of the milk supply of the New England States and the railroad company for violation of the Sherman law. If those are sustained, as I hope they will be, we will practically sound the knell of any such combination existing there.

Mr. MURRAY. Up to the present time there has been no other prosecution?

Mr. WICKERSHAM. Not against those companies, not predicated upon the facts in the newspaper. I do not mean to say that I have dismissed it as yet not to be considered, but there has been no proceeding up to the present time.

Mr. MURRAY. Not for the reason that there may not be a proceeding?

Mr. WICKERSHAM. No.

The CHAIRMAN. You understand the situation on the New York and other cotton exchanges, that there are two contending forces—one seeking to depress the price of cotton and the other seeking to increase the price of cotton. The feature of the Government's action that has offended, if I may use that word, the people of the cotton-producing States is the fact that the Government has gone to the New York Cotton Exchange and has laid its hands upon one of the factors in the controversy there and the other one is left entirely free?

Mr. WICKERSHAM. Well, of course, I regret any action taken under my direction which unfavorably affects or calls for unfavorable comment from any considerable portion of the community. At the same time it is almost practically impossible to bring any proceeding under the Sherman law against any branch of industry without objection from some quarters.

The CHAIRMAN. I realize that.

Mr. WICKERSHAM. And that objection is sometimes more or less vociferous. In the present case I do not think there has been any direct injury to the producer and the indirect injury was simply such effect as this prosecution might have in deterring combinations in the future which tend to enhance the price of their products. It seems to me that is not such an effect as to cause the law officer of the Government to refrain from such prosecution as this based upon the facts which are involved in it.

Mr. WITHERSPOON. As I catch your idea it is that this prosecution was no injury to the producer for the reason that the producer had sold all his cotton by that time?

Mr. WICKERSHAM. Yes, sir.

Mr. WITHERSPOON. The producer, though, at that time was raising another crop?

Mr. WICKERSHAM. Yes, sir.

Mr. WITHERSPOON. When that other crop came on the market, if these men who were trying to raise the price and keep it up were prosecuted and convicted and deterred from making any further effort to raise the price and leave the field open to that other crowd that was trying to depress it, do you not think that that would affect the producer?

Mr. WICKERSHAM. Of course that depends entirely upon the extent of the effort to depress it. My own belief is that the conviction of the people involved in this field that I speak of would tend to discourage the combinations on either side and would tend to produce the natural price of the commodity which would be the result of the normal laws of supply and demand.

Mr. WITHERSPOON. I do not exactly catch your meaning of the prosecution of those trying to raise the price of cotton and failure to prosecute the other crowd.

Mr. WICKERSHAM. What I mean is this, the conviction of the one crowd would be a note of warning to the other crowd and if the other crowd continued their efforts to control by combination the price, I think that they would invite a similar prosecution against them.

Mr. WITHERSPOON. Do you not think it would have been better if the Government started prosecutions against them at the same time?

Mr. WICKERSHAM. It was not feasible, in my opinion, to prosecute both at the same time, but I think substantially the same consequences would follow that have followed and that if this indictment should be sustained, I think we will effectually break up the combination on both ends, and if not, of course it will be open for the Government to proceed against the other combination.

Mr. WITHERSPOON. On page 203 of your report for 1910, I see William H. Armbricht, "To assist in disposition of pending land cases, civil and criminal, on the Biloxi docket." Do you remember when those land cases were instituted?

Mr. WICKERSHAM. No; I do not. I can not tell you. I can supply the information, but I do not recall it.

Mr. WITHERSPOON. I wish you would, when you supply the other information.

Mr. WICKERSHAM. Mr. William H. Armbricht was the district attorney at Mobile.

Mr. WITHERSPOON. Is he still in the service of the Government?

Mr. WICKERSHAM. Yes, sir.

Mr. WITHERSPOON. Is it the duty of the assistant or district attorney to represent the Government?

Mr. WICKERSHAM. In his own district, but if he is sent out of his district, as every now and then we employ a district attorney or assistant district attorney to go into some other district, he goes there as special assistant to the Attorney General under a special retainer. He can not as district attorney or assistant go out of his district.

Mr. WITHERSPOON. What is Mr. Armbrecht's district?

Mr. WICKERSHAM. He was the district attorney for the southern district of Alabama, Mobile, I think.

Mr. WITHERSPOON. And Biloxi—

Mr. WICKERSHAM. Is in the southern district of Mississippi.

The CHAIRMAN. A little while ago you were talking about the consumers. When you use that term, do you refer to the spinners as consumers?

Mr. WICKERSHAM. Yes, sir; in the sense of users, perhaps.

The CHAIRMAN. This combination results in increased prices to the consumer. Is it not a fact that like combinations between millmen result in increased prices to another class, a much larger class, of consumers?

Mr. WICKERSHAM. Undoubtedly.

The CHAIRMAN. And a class of consumers that are much less able to bear an increased cost than the mill people?

Mr. WICKERSHAM. I think so; probably.

The CHAIRMAN. I understand you construe this case upon the part of these cotton people as an attempt to corner the market. In your judgment, where would the responsibility rest for that condition most—on the man who agreed to buy a certain thing and to accept delivery of it and who does accept delivery, or the man who attempts to sell something which he has not got and which he is unable to deliver?

Mr. WICKERSHAM. Is not that rather a metaphysical question or an ethical question?

The CHAIRMAN. If the action of either of them results in a restraint of trade, does it not seem more reasonable that it is the action of the man who sells something he has not got rather than the man who buys something he wants to buy and does accept delivery, and who then puts it into the channels of trade?

Mr. WICKERSHAM. That is opening a large question of economics.

The CHAIRMAN. You understand that cotton constitutes a very large part of the export trade of this country?

Mr. WICKERSHAM. One of the most important.

The CHAIRMAN. And that if it were not for the cotton the balance of trade would be against us?

Mr. WICKERSHAM. I understand.

The CHAIRMAN. Anything that tends to depress the price of cotton not only injures the individual producer of that cotton, but it affects the balance of trade between this country and the other countries of the world?

Mr. WICKERSHAM. I believe that all abnormal and unnatural variations of prices, whether they increase or decrease, are bad for the country.

The CHAIRMAN. Has there ever been any investigation by your department of any of the combinations upon the part of the "bears"?

on the New York or New Orleans Cotton Exchange to depress the price of cotton and the constant raids that they are making upon cotton?

Mr. WICKERSHAM. No; I have never had brought to my attention any facts relating to that which seemed to constitute a violation of the Sherman antitrust law. Of course, the Sherman law deals with interstate commerce and it does not deal directly at all events with the actions of operators on the cotton exchange or any other exchange.

Mr. MURRAY. There was some activity on the part of the department in relation to the bucket-shop business?

Mr. WICKERSHAM. That was a different thing. We were dealing with a Federal statute relating to the conducting of bucket shops in the District of Columbia and conspiracy to violate that law by persons all over the country having connection with the District of Columbia. There is no similar statute. There we are dealing with a specific statute and a conspiracy to violate an act of Congress and also the use of the mails for the purpose of defrauding.

Mr. MURRAY. And there was no activity on account of lack of legislation?

Mr. WICKERSHAM. Lack of statutory authority. I do not know whether you could get statutory authority which would reach that.

Mr. MURRAY. Except through the use of the mails.

Mr. WICKERSHAM. Yes, sir; but the ordinary activities of the brokers on the exchange, I think, are not carried on through the mails.

The CHAIRMAN. I wish you would supply this committee with a list of the expenses of this investigation bureau that is carried on in your department.

Mr. WICKERSHAM. Yes, sir; I shall be glad to do that.

The CHAIRMAN. Are the Secret Service agents under that bureau?

Mr. WICKERSHAM. Not what is called technically the Secret Service. The Secret Service is under the Treasury Department. The Bureau of Investigation is a bureau created in the Department of Justice, beginning about a year before I came into office, of agents and examiners and investigators for the purpose of assisting in the detection and prosecution of crime.

The CHAIRMAN. In the employment of these special agents it is discretionary with you? There is no regulation, statutory or otherwise, prescribing the number of persons you shall employ or the pay?

Mr. WICKERSHAM. There are certain enumerated statutory places known as examinerships and certain special agents created specifically by the legislative bill. Then, there is the lump-sum appropriation, out of which I employ additional special agents.

The CHAIRMAN. What is the largest salary you pay to any of the special agents?

Mr. WICKERSHAM. I think the largest salary is \$12 a day.

The CHAIRMAN. And expenses?

Mr. WICKERSHAM. Yes, sir.

The CHAIRMAN. What is the general character of the work?

Mr. WICKERSHAM. It is of infinite variety. It includes everything from the examination of accounts of a national bank for the purpose of determining whether or not there is a violation of law on the part of one of the officers of the bank through the infinite variety of offenses against all the Federal statutes.

The CHAIRMAN. Will you please furnish the committee with a list of these special agents and the amount of salary paid to each one and their expenses paid?

Mr. WICKERSHAM. I prefer not to give you the names, because it is undesirable that some of them should be known to the public. Some of this work is done by people who are not known to have any connection with Washington.

The CHAIRMAN. Then give us the number and the amount of the salaries and the expenses.

Mr. WICKERSHAM. Of course the expenses vary.

The CHAIRMAN. Then give us the salary and the amount of expenses paid to each one.

Mr. WICKERSHAM. As far as possible; but you will understand that some details can not be furnished consistent with the public interests; but so far as I possibly can, and I will be perfectly fair, I will give it to you.

EXHIBIT C.

OFFICE OF THE ATTORNEY GENERAL,
Washington, D. C., May 26, 1911.

HON. JACK BEALL, M. C.,

Chairman Committee on Expenditures in the Department of Justice,

House of Representatives.

MY DEAR MR. BEALL: I have your letter of 22d instant, requesting the following information for the use of your committee, viz:

"(1) The names of all special assistants or other representatives or employees of the Department of Justice designated to do any work in connection with investigating charges of violating sections 1 and 2 of act of Congress approved July 2, 1890, against James A. Patten, Eugene G. Scales, Frank B. Hayne, William P. Brown, and Robert M. Thompson, and in obtaining indictments against said parties and in the prosecution of said parties under such indictments. (2) The amounts paid such assistants or other employees, respectively, for such services and the character of service performed by each."

In reply I have the honor to advise you that the following persons, myself, the Solicitor General, and the special agents of the Bureau of Investigation excepted, have been employed to do some work in connection with this case, viz:

Hon. William S. Kenyon, assistant to the Attorney General, with compensation at the rate of \$7,000 per annum. Mr. Kenyon, as assistant to the Attorney General, was in general charge of matters relating to violations of the antitrust laws and the interstate commerce acts, and gave more or less general attention to this matter.

O. E. Pagan, attorney, Department of Justice, with compensation at the rate of \$5,000 per annum, assisted in drawing the indictments.

Felix Frankfurter, assistant United States attorney, southern district of New York, with compensation at the rate of \$3,000 per annum. Mr. Frankfurter assisted Mr. McKercher in presenting the evidence to the grand jury.

V. N. Roadstrum, special agent, with compensation at the rate of \$5,000 per annum. Mr. Roadstrum was engaged in collecting and classifying the evidence, and appeared before the grand jury as a witness.

Clark McKercher, assistant attorney, with compensation at the rate of \$3,500 per annum. Mr. McKercher was in immediate charge of the proceedings.

J. H. Graves, assistant attorney, with compensation at the rate of \$2,500 per annum. Mr. Graves is a stenographer in addition to being an attorney, and he participated only to the extent of reporting the proceedings before the grand jury.

Lillian E. Tucker, clerk, Department of Justice, with compensation at the rate of \$900 per annum. Miss Tucker was present during part of the investigation, and assisted Mr. Graves with the stenographic work.

Mr. Reckleff, stenographer, New York, was paid \$24.15 for typewriting.

All the persons above mentioned, with the exception of Mr. Reckleff, were regular salaried employees of the Department of Justice and engaged on other matters than this particular case, and it is not possible to calculate with any degree of accuracy just how much was paid each of these persons in connection with his particular services.

In addition to the foregoing, 14 special agents of the Bureau of Investigation of this department were engaged at one time or another in connection with it. A table of the agents employed, the character of the services, the rate of compensation, and the time engaged, is as follows:

Agents.	Time engaged.	Compensation per day.	Character of work.
No. 1.....	Not exceeding 6 days.....	\$5.00	Subpoena service.
No. 2.....	Not exceeding 2 days.....	7.00	Do.
No. 3.....	Not exceeding 2 days.....	3.00	Do.
No. 4.....	Not exceeding 5 days.....	3.50	Do.
No. 5.....	20 days.....	5.00	Interviewing prospective witnesses.
No. 6.....	Not exceeding 2 days.....	4.50	Subpoena service.
No. 7.....	Not exceeding 2 days.....	5.00	Do.
No. 8.....	Part of 1 day.....	7.00	Interviewing prospective witnesses.
No. 9.....	Part of 1 day.....	6.00	Do.
No. 10.....	Not exceeding 1 day.....	10.00	Subpoena service.
No. 11.....	Not exceeding 1 day.....	4.50	Do.
No. 12.....	Not exceeding 5 days.....	6.00	Investigation as to cotton transactions of defendants Hayne and Brown.
No. 13.....	Not exceeding 2 days.....	5.00	Subpoena service.
No. 14.....	Part of 1 day.....	5.00	Do.

The total cost of the investigation made by the agents of the Bureau of Investigation, including the amounts paid for services and expenses, is approximately \$364.10.

A demurrer was filed by the defendants to the indictment in this case, which was sustained as to certain counts and an appeal taken from the judgment on the demurrer to the Supreme Court by the Government, and the case will be heard in that court in the autumn. The prosecution on the remaining counts is still pending in the southern district of New York.

Very respectfully,

GEO. W. WICKERSHAM,
Attorney General.

Mr. MURRAY. You said that the only limitation on this employment is the appropriation?

Mr. WICKERSHAM. The total appropriation that is under the head of detection and prosecution of crime in the sundry civil bill. On my statement of the needs of the service I got an increase in the last appropriation bill.

Mr. MURRAY. So the limitation is not very strict. It is practically discretionary?

Mr. WICKERSHAM. I have the total limit and, of course, have to be very careful not to exceed it.

Mr. MURRAY. And that limit is fixed by the bill?

Mr. WICKERSHAM. Congress fixes it. I tell them what I think is necessary and up to the present time they have given me whatever I have asked.

The CHAIRMAN. In your letter of May 27, 1911, this statement is made:

In connection with this case small amounts of money were in certain instances paid by the agents to persons furnishing them with specific information in their possession or which was secured by them at the request of the agents.

Mr. WICKERSHAM. That is everything from a 5-cent cigar up to a \$10 bill to pay for their time. Those are little items of expense and the total amount is not much, but the agents have to every now and then pay some small amount to assist in getting evidence. Sometimes it is a glass or beer for the purpose of getting somebody to talk.

The CHAIRMAN. That covers the small amounts paid to persons furnishing them with specific information?

Mr. WICKERSHAM. Yes, sir. It might be to pay some man for coming from his place of employment to meet the agent and take a day off. Those are simply illustrative of the things that occur.

The CHAIRMAN. There is no actual payment to the witnesses in consideration of their giving certain testimony?

Mr. WICKERSHAM. No, sir.

Mr. CANTRILL. Do you think it is a good thing for an agent of the Government to fill a man up with beer or intoxicating liquor in order to get him to talk?

Mr. WICKERSHAM. Sometimes a glass of beer will cause a man to talk.

Mr. CANTRILL. And that is considered justifiable?

Mr. WICKERSHAM. I think so. I think sometimes it is very necessary.

The CHAIRMAN. Is the information gotten in that way very reliable?

Mr. WICKERSHAM. It sometimes leads to reliable information.

The CHAIRMAN. You have a number of employees of the United States in Texas and New Mexico on the border?

Mr. WICKERSHAM. We have a certain number, I believe four or five down there, perhaps six in all.

The CHAIRMAN. And in the report which you will make to us they will be included?

Mr. WICKERSHAM. Yes, sir; certainly.

The CHAIRMAN. In the prosecution of cases under the antitrust law has your office attempted any criminal prosecution of anybody connected with the United States Steel Corporation?

Mr. WICKERSHAM. No; not that I am aware of. No criminal prosecution has been attempted against any person connected with the United States Steel Corporation that I know of.

The CHAIRMAN. Or the Tobacco Trust, so called?

Mr. WICKERSHAM. Yes; there was a prosecution of the McAndrews & Forbes Co. and several of its officers about a year or two before I came into office which resulted in the conviction of the company and the acquittal of the officers of the company. That is the case I referred to where Mr. Henry W. Taft prosecuted the Government's case.

The CHAIRMAN. Has there been any criminal prosecution against the so-called Oil Trust, the Standard Oil Co.?

Mr. WICKERSHAM. Not growing out of the Sherman law. There have been several prosecutions growing out of the Elkins law.

The CHAIRMAN. Of course for many years there has been a general impression, confirmed by the recent decisions in the tobacco case and the oil case, that these are unlawful corporations, and that they are engaged in an unreasonable restraint of trade. Why is it that there has been no criminal prosecution of any man connected with any one of those companies?

Mr. WICKERSHAM. In view of the fact that we have just two weeks ago gotten the decision of the Supreme Court against the Standard Oil Co. and two days ago against the Tobacco Trust, as a result of a continued strenuous prosecution extending over a period of three or four or five years, and gotten from the Supreme Court the most comprehensive interpretation of the act that has ever been procured from it, it seems to me that that question almost answers itself. The testimony in the Standard Oil case which resulted in that decision filled 23 printed volumes. It was taken before a special examiner at different places in the United States, extending over a period of between two and three years.

The testimony in the tobacco case fills six printed volumes and was taken before a special examiner during a period of about two years. The law as interpreted by the lower courts was uncertain. Four of the judges in New York differed in their views. The judges in the eighth circuit substantially agreed in their views, but the case necessarily had to go to the Supreme Court of the United States. We have now just got—so recently that it has been almost impossible to read the second decision carefully through—the interpretation by the Supreme Court of those laws.

The CHAIRMAN. I think the department and the country are to be congratulated upon the successful prosecution of those cases.

Mr. WICKERSHAM. I can speak more freely than if I had initiated the proceedings. When I came into office the tobacco case had been decided by the circuit court in New York. The Standard Oil case had been assigned for argument in the circuit court at St. Paul before I came into office three or four days. The first thing I did with respect to the office was to get into conference with Mr. Kellogg in respect to the Standard Oil case and to spend three or four days going over that matter and the briefs he had prepared for use in that case. From that time until the submission of the case to the Supreme Court I have been personally in touch with both cases. I participated in the argument in both cases both times they were argued in the Supreme Court and I am familiar with all the questions, therefore, involved. I think the Government has won a very great victory in those two cases. I think a very great result has been realized through the decisions of the Supreme Court, and I have no excuse to offer for not having begun any other prosecutions against these companies than I have up to the present time.

The CHAIRMAN. I think everybody appreciates the importance of those decisions. I think the country also hopes that it will stimulate the department to proceed against some of the people under the criminal phase of the statute. The thing that puzzles me is, why the department would exhaust its energies or utilize its energies in prosecuting those who have made an agreement to buy one thirty-fifth of the cotton crop of the United States rather than to devote its energies to the prosecution of those who have organized these great conspiracies in restraint of trade.

Mr. WICKERSHAM. Mr. Chairman, you must not forget that we have several criminal prosecutions against just that class of people. We have a criminal prosecution in Chicago against the packers engaged in one of the largest of all the combinations in the world, one directly affecting the cost of the necessities of life. I regard that as the most important of all cases pending that is proceeding under indictment. We have just brought a proceeding against the milk dealers of New England, and we have had criminal proceedings against combinations of grocers and others.

The CHAIRMAN. We commend all the efforts of the department to bring to the bar of justice these violators of the law. I think it is a matter of great concern to the country that the power of the Government was not invoked before. The Sherman antitrust law was passed, I believe, in 1890, and the prosecution of the beef packers was not begun until 1909.

Mr. WICKERSHAM. Well, you remember there was a previous prosecution of the beef packers which resulted in their being allowed to

escape under an immunity plea. That was three or four years ago; so that the attention of the Department of Justice, some time before I had any connection with it, was directed to that combination.

The CHAIRMAN. Now, there is one feature that has always been a matter of wonder to me, why in all these numerous prosecutions of individuals for violation of the Sherman antitrust law the courts have never seen fit to invoke the imprisonment penalty against them. Do the representatives of your department, district attorneys and their assistants, ever insist upon the imposition of imprisonment?

Mr. WICKERSHAM. We have done everything we could, and a notable instance of that was the case of the so-called window-glass combination in the western district of Pennsylvania some months ago. The defendants came into court and pleaded *nolle contendere*, which in effect was that they would not deny the allegations of the indictment, and the court saw fit to impose fines upon them, despite the earnest representations of the representatives of the Department of Justice that imprisonment should be imposed. The only case that I recall where there has been a sentence of imprisonment was in the case of the naval stores combination in Savannah, and those sentences were affirmed on appeal by the circuit court of appeals, but the Supreme Court of the United States allowed a writ of certiorari, and the cases are now pending in that court. I think there has been an unwillingness, I know there has been an unwillingness, on the part both of the jury to convict and of courts to sentence to imprisonment under this law. That was felt very decidedly, I recollect, at the time of the prosecution of McAndrews & Forbes, and the officers in New York that I referred to. However, I think a change has come about in the attitude of juries; I think the juries are becoming more willing to convict. I think the judges have been rather reluctant to impose prison sentences, and I think the reason has been a feeling that the law was more or less uncertain in its terms, and that the Supreme Court had not given a final and definite interpretation of it which he who ran must read at his peril. We have encountered that attitude on the part of courts. I think it is an attitude that should be, and I think will be, modified considerably in view of this interpretation which the court has now given of that law.

The CHAIRMAN. I recognize you are not in a position to pass any criticism upon the courts.

Mr. WICKERSHAM. No; I was simply suggesting, without debating it, what was perhaps the real fact concerning the reasons for not enforcing the law more drastically than it has been.

The CHAIRMAN (continuing). But is it not your personal judgment that that would be by far the most effective way of enforcing the anti-trust law and generating a sort of respect for it and compelling its observance?

Mr. WICKERSHAM. I think so; I do think so, and I think it will come about. I think there has been a good deal of reason for the attitude of the courts until quite recently; I think the uncertainties of that law have been very great, and I felt it as counsel when I had to advise concerning the application of that law. We have had recently, and even before these two last cases, decisions that have given to that law a certainty of interpretation that we had not before. We have had two schools of interpretation. You remember Judge Lacombe, of the United States court in New York, took the view that

the law made invalid and punishable as a crime, the making of any agreement of any kind that in any respect operated to restrain trade between the States, and he instanced in his opinion the example of two expressmen on opposite sides of the State line engaged in an unprofitable business, combining and improving the service and making one line. Well, now, when great doctors disagree on the interpretation of a statute, I think the courts have been naturally reluctant to impose penalties of imprisonment upon a man when it was not certain what interpretation should be given.

Mr. CANTRILL. I notice on page 203, about the middle of the page, under the head, "Kentucky, Eastern" the name "George Du Relle, to assist in trial of cases at April term of court at Covington, with authority to conduct grand jury proceedings." Now, as to compensation it says, "None except as United States Attorney, Kentucky, Eastern, and expenses, subject to departmental regulations." Is Judge Du Relle the district attorney for the eastern district of Kentucky?

Mr. WICKERSHAM. He is; yes.

Mr. CANTRILL. I was under the impression that his home was in Louisville and that he was in the western district?

Mr. WICKERSHAM. He is in Louisville, and that is the western district, that is true; he is the United States attorney at Louisville, and that is the western district.

Mr. CANTRILL. But he was assigned by your department—

Mr. WICKERSHAM. He was assigned to go over in the eastern district, but without any compensation except his expenses to cover his hotel bill.

Mr. CANTRILL. That was all he received? He received no extra fee?

Mr. WICKERSHAM. No; nothing but his actual expenses.

Mr. CANTRILL. I would like to ask you, Mr. Attorney General, if this investigation and this trial of these tobacco farmers in Kentucky originated with your department here? Were these cases taken up at the suggestion of your department here?

Mr. WICKERSHAM. Yes; they were taken up as the result of complaints made to me, and I sent an investigator down there and the investigation resulted in those indictments.

Mr. CANTRILL. But the investigation—

Mr. WICKERSHAM. And they proceeded from the department.

Mr. CANTRILL (continuing). Came directly from the department here?

Mr. WICKERSHAM. Yes, sir.

Mr. CANTRILL. It was at your instigation that these cases were taken up?

Mr. WICKERSHAM. Yes, sir; they were the so-called night-rider cases.

Mr. CANTRILL. As I understand it, these men were indicted under the criminal section of the antitrust law?

Mr. WICKERSHAM. Yes.

Mr. CANTRILL. And as you state in your report, on page 3, were fined—

Mr. WICKERSHAM (interposing). \$3,500 in the aggregate.

Mr. CANTRILL. The eight farmers?

Mr. WICKERSHAM. Yes, sir.

Mr. CANTRILL. Since you have been Attorney General has there been any criminal prosecution of any officer or director of the American Tobacco Co.? Has any officer been indicted under the criminal section of the antitrust law?

Mr. WICKERSHAM. They have not.

Mr. CANTRILL. Well, now, I wanted to ask this question: Is there anything of record in the case brought by the Government before the Supreme Court to dissolve the American Tobacco Co., or is there anything in that record before that court undertaking to show the oppression of the farmers in the purchase of leaf tobacco by the trust and by the manufacturers?

Mr. WICKERSHAM. No. Well, wait a moment; I think not, but that question was asked of Mr. McReynolds on the argument the first time of the tobacco cases.

Mr. CANTRILL. The oppression of the farmers by the Tobacco Trust is in no way referred to?

Mr. WICKERSHAM. Well, if it is, it is in a most incidental way. There is no direct evidence on that.

Mr. CANTRILL. There was no effort on the part of the Government to show that the tobacco grower was oppressed by the Tobacco Trust?

Mr. WICKERSHAM. There was not.

Mr. CANTRILL. What is the status of that case against these farmers in Kentucky?

Mr. WICKERSHAM. Well, I think they paid—you mean against these men?

Mr. CANTRILL. Yes.

Mr. WICKERSHAM. Of course those were cases of physical interference with shipments either by removing the tobacco after it had been delivered to the station master for shipment or by preventing the delivery to the station master. Those cases narrowed down to that physical interference with the actual movement of the tobacco under interstate commerce. My impression is those fines were paid, but I would not be sure.

Mr. CANTRILL. My impression is they have taken an appeal.

Mr. WICKERSHAM. If so, my attention has not been called to it, and I really can not tell you.

Mr. CANTRILL. Now, as to your statement that those shipments of tobacco were interfered with by physical force. Was it not, as a matter of fact, brought out in the record that this tobacco was removed on the written order of the owner of the tobacco, a written order to the station agent authorizing him to deliver it?

Mr. WICKERSHAM. If so, there was proof that that was extorted from him by threats of violence.

Mr. CANTRILL. Is it in the record?

Mr. WICKERSHAM. Well, I can not say, because I have never examined the record; but that is my recollection of the facts in the case.

Mr. CANTRILL. Is it customary, in the conduct of cases of this character, in impaneling the grand jury to procure the indictments and the jury to try the indictments, to go almost out of the sphere and out of the territory in which the defendants live in order to get a jury to indict and a jury to try these cases, as was done in these cases, where the grand jury and the petit jury were summoned from

the extreme eastern part of Kentucky, where the people do not know what a tobacco plant is and would not know a plant if they saw it?

Mr. WICKERSHAM. I do not know; but I should think the ordinary precaution of a prosecuting officer would be to avoid, if he possibly could, drawing his jury from a community which was supposed to be in hearty sympathy with the defendants.

Mr. CANTRILL. As a matter of justice, would it not be fair and would it not be the right policy of the department not to get the entire jury from an entirely foreign part of the district?

Mr. WICKERSHAM. No; I think the proper policy would be, and my instructions would be, if I had to give them, to procure a jury from a part of the community which had no prejudice one way or the other on the subject. If you want an impartial jury, you want one that is not in sympathy with the defendant or the prosecution.

Mr. CANTRILL. As a matter of fact, under that instruction, would they not get a jury that was absolutely prejudiced against the defendants?

Mr. WICKERSHAM. Of course, the law gives pretty abundant opportunity for the counsel for the defense to provide against that.

Mr. CANTRILL. I would like to ask you this question: I notice on page 3, in reference to these cases, that in the headline you refer to these cases as "night-rider cases."

Mr. WICKERSHAM. Well, that is what they were generally designated; as night-rider cases.

Mr. CANTRILL. Well, I would like to ask, as a matter of fairness, whether it is right for your department, the great legal department of the Government, to refer to citizens who are bankers, preachers, and farmers of the highest standing, as was developed in this case in the evidence, and Judge Cochran, in passing sentence on these men and imposing a fine, refused absolutely to impose a fine and imprisonment because, as he stated before the jury, of the high standing of these defendants—in such an instance do you think it is fair for the department to characterize these men as night riders?

Mr. WICKERSHAM. Yet they were convicted as such.

Mr. CANTRILL. They were convicted with a fine?

Mr. WICKERSHAM. The fine is a consequence of the conviction.

Mr. CANTRILL. But he refused absolutely to impose imprisonment, as he stated, on account—

Mr. WICKERSHAM. Well, that is, of course, the function of the judge. The cases were known generically as night-rider cases, and when calling attention in my report to the different things that had been done during the year I adopted a headline which would simply identify them. If you will notice here "Cotton corner." Those gentlemen objected to that.

Mr. CANTRILL. Now, I am not a lawyer, but do you think it is fair, when these men have taken an appeal to the highest court, for the Attorney General of the United States, when their cases are now pending before the court on appeal from the fines, to characterize them as night riders?

Mr. WICKERSHAM. I do; because they have been convicted of crime.

Mr. CANTRILL. By fines.

Mr. WICKERSHAM. That makes no difference; that is the penalty which the court saw fit to impose, but they are convicted of crime,

and they stand, under those circumstances, precisely like the wholesale grocers' combination. Now, you take the Turpentine Trust; those gentlemen objected very strongly to that, but the fact is I am simply reporting facts that they were convicted of criminal acts. Now, the court chose to consider everything, and in the exercise of its discretion imposed a fine instead of imprisonment, but that does not in the slightest degree alter the effect of the truth of what is stated here, that they were indicted in the United States court on the charge of "having combined to interfere with an interstate shipment of tobacco by a farmer of Dry Ridge, Ky. Eight of the defendants were tried and convicted in April and sentenced to pay fines aggregating \$3,500." Now, I do not see how a less passionate statement of the facts could be made than that.

Mr. CANTRILL. I do not object to the statement of the facts as they are, but object to the headline referring to these men as night riders when the record shows, as I am informed—and I would ask for information on that line—that these men were armed with a written statement from the owner of the tobacco, addressed to this station agent, and that they went there in the day time.

Mr. WICKERSHAM. Was there not testimony showing how they got the written order?

Mr. CANTRILL. I am not familiar with that feature of it. I simply have the statements of the men who actually participated in it, and have their letters on file.

Mr. WICKERSHAM. Well, I assume there must have been such evidence or no jury would have convicted them.

Mr. CANTRILL. As a matter of fact, under your administration it is only the tobacco farmer who has been proceeded against under the criminal section of the Sherman antitrust law?

Mr. WICKERSHAM. That is a fact.

Mr. CANTRILL. There is no manufacturer, no officer or director of the American Tobacco Co., who has been proceeded against, and the only man who has been proceeded against, under the criminal section, is the tobacco farmer in Kentucky; is that a fact?

Mr. WICKERSHAM. Yes; and the tobacco farmer was proceeded against on a specific charge, that is, these particular people, if they were farmers, were proceeded against on the specific charge of having interfered with an interstate shipment of tobacco by another farmer.

Mr. CANTRILL. Well, that is the only instance under the criminal section.

Mr. WICKERSHAM. That is the only instance relating to the tobacco business.

Mr. MURRAY. What would be the effect of an appeal after conviction, if it was taken, as to whether they should be characterized as night riders?

Mr. WICKERSHAM. My opinion is that when a man is convicted of crime the fact that he has taken an appeal does not alter the fact that he stands convicted of crime; the presumption then is that he is guilty of crime because he has been convicted of it. It may be reversed on appeal, but so long as it is unreversed he stands convicted of crime.

Mr. CANTRILL. As a matter of fact, the court has granted these men a new trial, as I understand.

Mr. WICKERSHAM. That I have not heard.

Mr. CANTRILL. You are not familiar with that?

Mr. WICKERSHAM. My attention has not been called to that matter, I think, since I wrote this report.

Mr. CANTRILL. The point I wanted to bring to your attention, as the Attorney General of the United States, is what I believe to be a great injustice done these farmers in Kentucky in these particular cases, and that is, the fact that under special orders of the court a special grand jury, under the direction of your department here, was called from the extreme eastern part of Kentucky, 100 miles from where these men live, to return these indictments, and a petit jury to try them was brought in from the extreme eastern part of Kentucky, where the people were not familiar with conditions surrounding the growing of tobacco, where they did not grow tobacco and knew nothing about it, and in passing sentence—and I quote now from newspaper reports giving a full account, the Cincinnati papers—the trial judge made a speech before that jury in which he absolutely demanded the conviction of these men with a fine, but in referring to their high personal character asked the jury not to make an imprisonment, and a new trial was asked on account of the statement of the judge, made under the direction of the department.

Mr. WICKERSHAM. Of course, the judge did not act under the direction of the department.

Mr. CANTRILL. Well, Judge Du Relle, the attorney?

Mr. WICKERSHAM. Well, he did what I should have instructed him to do; I do not recall giving him any special instructions, but it would have been my duty to have instructed him to procure an impartial jury, and, if possible, not to summon a jury from the very community which had been the scene of much disorder and out of which the prosecutions grew.

Mr. CANTRILL. Well, now, in order that the farmers of Kentucky, and other tobacco States, might conform to the law—and that has been their intention and their purpose at all times, to try to do that—I called on your department when you were very busy and did not have time to go into it with me.

Mr. WICKERSHAM. But you and I exchanged letters?

Mr. CANTRILL. I wanted to have the privilege of having some attorneys come up here and have your department instruct them how they must proceed in the organization of their organizations?

Mr. WICKERSHAM. Well, Mr. Cantrill, that is a privilege which representatives of every combination under prosecution by this department would have been very glad to have had at any time, but it is not the duty of the Department of Justice to advise people how they can arrange their affairs in accordance with law; it is the duty of the Department of Justice to investigate and prosecute when people violate the law.

Mr. CANTRILL. You think, then, it would have been inconsistent with your duties as Attorney General to have advised these attorneys if at any time the attorneys for our farmers' organizations had come before your department and said, "We are operating under this plan; is this plan in violation of the Sherman antitrust law or are we liable to indictments under the criminal section?"

Mr. WICKERSHAM. I have no power whatever to do that, and I think it would be a breach of my duty if I attempted to advise private individuals under such conditions.

Mr. CANTRILL. Of course, you understand that I am not a lawyer, and I am not exactly familiar with what is proper to ask in a case of this kind, but in order to get at the matter and learn your opinion on a proposition of this kind, I would like to ask this question: Under the recent decisions in the Tobacco case and the Standard Oil case, if the farmers of Kentucky should organize among themselves, under a statute of Kentucky, allowing them to operate only within Kentucky, in order to advance the price of their tobacco crops, do you feel or could you say or would you say whether or not that would be in violation of the Sherman antitrust law?

Mr. WICKERSHAM. I do not think you ought to ask me that question; I do not think it is proper that I should express my opinion on a question of law or its application to a given set of facts, because I might be called on to pass upon it for the purpose of determining whether or not the Government should prosecute civilly or criminally, or I might be called upon for the purpose of advising, under the law, as I am required to do, the head of some other department of the Government, or the President. But it has been well settled by a long series of precedents that the Attorney General has neither the power nor the duty to advise individuals with respect to their legal affairs and an expression of opinion here on that might prove an embarrassment to me in the discharge of my official duties.

Mr. CANTRILL. You think under the recent decision of the court, where the court has taken unto itself to absolutely prescribe the rules under which the American Tobacco Co. is to do business——

Mr. WICKERSHAM. What the court has said is that this combination is wholly illegal. They have said:

We will refer it back to the circuit court for the purpose of working out such a disintegration of this combination as will restore legal conditions, and we do not undertake to say what that shall be or how it shall be done.

Mr. CANTRILL. Was Mr. Ellis who, just before this prosecution, severed his connection with the department, connected with it directly or indirectly as your representative?

Mr. WICKERSHAM. I do not recall that now; I can not say that he did or did not. At that time he was in charge of the branch of the department that had to do with the antitrust prosecutions and in some way probably had something to do with it; but I do not recall what the fact is.

Mr. CANTRILL. But at that time he was connected in a general way with the department?

Mr. WICKERSHAM. Mr. Wade Ellis was the assistant to the Attorney General, and as such in charge particularly of prosecutions under the Sherman Act.

Mr. CANTRILL. And he gave up his position to go to Ohio and take control of the Republican campaign in that State?

Mr. WICKERSHAM. Yes; and subsequently to practice law.

Mr. CANTRILL. Did Mr. Eschelby, of the Eschelby Tobacco Co., at Cincinnati, in any way have any connection with this case, or would you prefer not to make any statement as to that?

Mr. WICKERSHAM. I can not make it from recollection; we had letters from a variety of tobacco people, but I do not recall that name, although it is quite possible he is one of those who wrote.

Mr. CANTRILL. As a matter of fact, as I understand it, after making a thorough investigation into the conditions in the State of Kentucky,

which you say was extensive, "a careful and extensive investigation into the situation was made," this was the only case in which your agents reported back that there had been a violation of the law?

Mr. WICKERSHAM. Well, a definite violation of the Sherman law.

Mr. CANTRILL. This was the only case?

Mr. WICKERSHAM. Yes, this was the only specific case brought to my attention of a definite violation of the Sherman antitrust law.

Mr. CANTRILL. After a careful and extensive investigation on the part of your agents?

Mr. WICKERSHAM. Yes, sir.

Mr. CANTRILL. I simply wanted to get that into the record to show that this was the only case, because it has been the effort of our people there in Kentucky to comply with the law as far as they knew how; that is the reason I asked you that question.

Mr. WICKERSHAM. I think this prosecution had a great deal to do with the bringing about of that result.

Mr. CANTRILL. If you could see fit to advise it might save a great deal of litigation, trouble, and expense in the future.

Mr. WICKERSHAM. You have in Kentucky lawyers, whom I have had occasion to meet from time to time, quite my peers and some of them my superiors, who are just as able to advise as I.

Mr. CANTRILL. We have tried to secure those lawyers. I asked permission to come before your department with those lawyers in order to discuss this matter.

Mr. MURRAY. What is the objection, Mr. Attorney General, to your outlining the policy of the department with respect to questions on this borderland of the law?

Mr. WICKERSHAM. For the reason that you answer it when you say it is on the borderland of the law; the moment you come to the borderland it is very unwise to announce a policy.

Mr. MURRAY. But does not that seem to make a situation where it is desirable for business interests and the department to work along as well as they can?

Mr. WICKERSHAM. Yes. Well, as I say, it is not my duty or my power to announce an interpretation of the law. We have got to work it out as well as we can and do the best we can, and if I should now announce it, since this decision, with the very superficial examination, necessarily, that I have been able to give the decision, it would not do, because it might not be what I would say after mature thought, and I might be wrong. I think in the State of Kentucky that has ceased to be a practical question. I have heard of no further trouble down there. I think the dissolution of the Tobacco Trust will remove the last possible tendency to such combinations.

Mr. CANTRILL. As a matter of fact, Mr. Attorney General, so far as the growers of tobacco are concerned, I see absolutely no relief in sight under this decision of the court, if the court is still to direct them how they can organize and run these various companies as one corporation.

Mr. WICKERSHAM. Suppose, as the result of this decision, they divide up this one combination into a certain number of competing concerns instead of having one large trust; then you will have to agree you will have competition?

Mr. CANTRILL. That, of course, is exactly what we would like to have. I have felt that the only way that is to be reached is as out-

lined in the decision of Justice Harlan, of Kentucky—to have an absolute dissolution of the concern itself.

Mr. WICKERSHAM. There is no difference between Justice Harlan's decision and the decision of the court, except some of his views are expressed differently than expressed by the rest of the court.

Mr. CANTRILL. However, they are to be permitted to organize within six months under rules laid down by the court, and those rules will possibly permit them to keep a working agreement.

Mr. WICKERSHAM. That is absolutely not right, because the order of the court is not for reorganization but for disorganization.

Mr. CANTRILL. I presume we will have to wait to see what the rules are that are laid down by the court and then we can tell whether there will be any relief.

Mr. WICKERSHAM. No; I think you can be sure there will be great relief following that decree; I think that practically means the restoration of competitive conditions, because it requires the disintegration of this combination.

Mr. CANTRILL. As a matter of fact, when this proceeding was begun against these farmers in Kentucky—and I know nearly every one of them personally to be men of the highest standing in Kentucky, bankers, farmers, and one of them, I think, a minister of the Gospel—they were operating under a Kentucky law which gave them the right to pool and to hold their crops, and that law was upheld by the supreme court of our State as being constitutional; at that time they were holding their crops for the market under an agreement among themselves, under a State law which had been upheld by our courts.

Mr. WICKERSHAM. Just as in Alabama some men held people for labor against their will under the State law of Alabama, but which was held to be unconstitutional.

Mr. CANTRILL. I want to ask the same question about tobacco that Mr. Beall asked about cotton. Why would the Department of Justice go down into Kentucky and convict these farmers——

Mr. WICKERSHAM. For the reason that has appeared here——

Mr. CANTRILL. Let me finish my question. And take them away from their families and put them in jeopardy of imprisonment and not proceed under the criminal section of the Sherman law against their competitors, the American Tobacco Co.? Why were they made the special objects of a criminal investigation when the president and directors of the American Tobacco Co., with whom at that time they were in a clean, clear-cut fight on the price of tobacco, because at that time we were holding 200,000,000 pounds of tobacco in our warehouses which the trust was refusing to buy? It was a life and death struggle, and right at that crisis the Government stepped in and undertook to send these men to the penitentiary under that criminal statute and absolutely refused to prosecute the other men under that criminal statute.

Mr. WICKERSHAM. Those men were not prosecuted, indicted, or convicted for merely combining in that way.

Mr. CANTRILL. They were indicted?

Mr. WICKERSHAM. They were indicted because of their physical interference with the movement of tobacco in interstate commerce. The turning point there was not simply combining among themselves, but the complaint brought to the department, and which led

to this indictment, was that they had gone further and forcibly interfered with those who desired themselves to ship, and who were not willing to come into that combination, and by force and violence interfered with their shipments, and those were the things which called for the investigation and prosecution. It is a very different thing from the ordinary form of combination by agreement.

Mr. CANTRILL. Well, now, as a matter of fact, these men of high standing, of such high standing that the trial judge saw fit in his charge to the jury to refer to their high personal standing—

Mr. WICKERSHAM. That same claim is made with respect to every defendant under the Sherman Act, I believe.

Mr. CANTRILL. They denied absolutely, and in toto, in this trial the statements that have just come to you through your agents.

Mr. WICKERSHAM. The jury seems to have believed it.

Mr. CANTRILL. Might it not have been possible that in view of your statements as to the way in which witnesses are made to give testimony—under such conditions as that to have convicted these men on such testimony as that? Here are men of the very highest standing that deny this charge.

Mr. WICKERSHAM. Well, I think every prosecution under the Sherman law has been against men who are described by their friends to be men of the highest standing, and in a great many cases they are characterized as men of the highest standing. Those are the kind of men who are engaged in large industries and the men who, as a rule, are in the combinations of one kind or another that are in violation of the Sherman law, and I think that same characterization may be applied to almost every defendant in every one of these prosecutions.

Mr. CANTRILL. If we could get your department to tell the farmers of Kentucky how far they can go in their organizations, I will guarantee that the farmers of Kentucky will absolutely live up to the law.

Mr. WICKERSHAM. I am trying to make it unnecessary for the farmers of Kentucky—

Mr. MURRAY (interposing). What is the objection to that?

Mr. WICKERSHAM. The objection is it is wholly outside the scope of my official duty; it has been held over and over again that the Attorney General has no power to advise private individuals, and, of course, you can see where it would lead. If the Attorney General should undertake to advise private individuals, then every large combination in the country would be down here waiting to get their organization arrangement O. K.'d. by the Department of Justice.

Mr. MURRAY. Is not that, in effect, what the Government is going to do?

Mr. WICKERSHAM. No.

Mr. MURRAY. Is it not going to lay down laws under which the Tobacco Trust is going to operate?

Mr. WICKERSHAM. The court is to advise upon a scheme of disintegration. Of course, the Department of Justice will be heard with regard to that, but the court has got to take the final responsibility. But that is a different thing. Here is a proceeding in which the court has made a decree as to its present illegality, and it has remitted it to the lower court in order that there may be worked out some scheme of disintegration which will conform to the law. If that is

not done within a certain time the court shall enjoin the operations of the combination entirely or by appointing a receiver bring about that disintegration.

Mr. CANTRILL. Our tobacco farmers take exactly the same view—the Kentucky farmers; we can not understand the plan by which our farmers are hauled into a Federal court and prosecuted under the criminal section when these great capitalists are not so prosecuted.

Mr. WICKERSHAM. But it was a very different proposition. These men interfered with a farmer and prevented him from shipping his tobacco; he preferred to ship his tobacco rather than to come in with your friends, the bankers and others who held the tobacco from the market, and you were not content to let him do that, but you interfered, if the facts are as I understand them, and by force prevented him from carrying out his ordinary constitutional rights of shipping as he pleased.

Mr. CANTRILL. Exactly the contrary is true, as I understand it.

Mr. WICKERSHAM. Upon that an indictment was found; that is a very different thing. Two wrongs never make a right. Now, what you ought to do, if you will permit me to suggest, is to work out a theory of a governmental body like the Interstate Commerce Commission, having jurisdiction over this form of interstate commerce; then you would have some place to which you could go with your agreements, as they do in Germany, and get them approved as being in conformity with law, and operate under that scheme of governmental control.

Mr. MURRAY. Why should the Interstate Commerce Commission have the right to act in that way and not the Department of Justice?

Mr. WICKERSHAM. The Interstate Commerce Commission is clothed by law with different powers and different duties. The interstate-commerce law proceeds on a totally different theory, that of controlling commerce in transportation, and the Sherman law proceeds with regard to the rest of interstate commerce. Under the commerce law you say to railroads: "Here is a general body which regulates your practices, and so forth, and you file rates with that body and you get orders," and so forth. And with respect to the remainder of commerce, the regulation of commerce in general, you prescribe by criminal statute what shall not be done; you do not say what shall be done, but you say what shall not be done. That is the criminal statute, and you are administering that statute with the equitable remedies that are attached to it also. But it is all restrictive and preventive, and what I believe this Government has got to do is to consider whether you can accomplish permanent results with respect to the remainder of commerce outside of transportation, or whether you must not have some body of similar character, an industrial commission, if you please, with the same general regulatory powers over the subject, for the purpose of meeting such conditions as Mr. Cantrill speaks of, and others.

The CHAIRMAN. According to your understanding, what was the supposed cause of the alleged lawlessness down in the State of Kentucky in connection with this tobacco case?

Mr. WICKERSHAM. Mr. Cantrill knows much better than I do, but my general understanding of it is that it is the result of the combination of the tobacco dealers.

Mr. CANTRILL. Practically 90 per cent.

Mr. WICKERSHAM. Now, that being the case, one of the evil consequences of the combination was that the growers got together in a combination for the purpose of meeting the power which the purchaser exercised—

Mr. CANTRILL. Will you permit me to add that the growers got together under an express act of the legislature passed in 1906?

Mr. WICKERSHAM. First you got together without the act, but subsequently the State of Kentucky passed a law authorizing it. But certain of the farmers would not come in, and force and violence—I speak now without personal knowledge, but from knowledge obtained from the public prints—was resorted to either to punish those who would not come in or to prevent them from shipping, and in some cases went to the destruction of their crops and to interference with their shipments.

The CHAIRMAN. This alleged combination, then, through the agency of the tobacco company, was a violation of the Sherman anti-trust law?

Mr. WICKERSHAM. That is what has resulted in the recent decision. Now, when it got to interfering with the actual shipment, to taking shipments away from the station after they had been delivered there for shipment, and preventing people who drove wagons up to the station which contained tobacco from delivering them to the station, there came about that direct physical interference with the movement of interstate commerce which brought the case clearly within the Federal law; and it was an instance of that kind that was specifically dealt with in the case referred to in this report; and I believe that it was that fact which, in a large measure, resulted in terminating all of that lawlessness. I do not think anybody there had realized that the Federal Government could come in and meet that situation and, of course, the State statute was no defense to a charge of violation of a Federal law which was applicable to the case.

The CHAIRMAN. Is it usual for the judgment of the court to direct that the disintegration of a corporation, such as the American Tobacco Co., should occur under the supervision and direction of an inferior court?

Mr. WICKERSHAM. Well, we are dealing with an absolutely unique case; there has never been such a case before. You have got here a vast aggregation of 60 or 70 corporations interlocked by every form and device imaginable, mortgages, trusts, stock ownerships, interlocking ownerships, and all of those things make it an unprecedented situation. There has never been in the history of our jurisprudence a situation presented as the court had to grapple with in that case.

The CHAIRMAN. If the judgment of the court had been that this disintegration must occur and these companies had been left to work out a plan, would not they have been then in just the same situation as my colleague's farmers are in?

Mr. WICKERSHAM. They are in that situation, only they have got to come to the court, in order to avoid a comprehensive injunction that will stop their doing any business or of a receivership that will impound their whole business, and show that they have disintegrated, so that there has been restored a competitive condition which does not constitute a violation of the law. That is the situation. I think the popular idea of this is erroneous. There is impending over these people the hand of the court, and the condition of avoiding its

descending upon them is that they shall in this limited time divide themselves up into a normal competitive condition.

The CHAIRMAN. Is not this the effect of the decision: We will give you six months in which to reorganize your business so as to comply with the requirements of the law; and is it not true that the courts ordinarily say to those convicted of doing illegal acts: "You must quit right now."

Mr. WICKERSHAM. Oh, yes, in an ordinary case it would, but you have here a case affecting companies in which thousands of people hold stocks and bonds—women, minors, estates—and the Supreme Court in its wisdom, in order that the innocent might not suffer for the guilty, has given this period, this penitential period, during which some plan of distribution might be worked out that would save a lot of innocent people from ruin.

The CHAIRMAN. Now, with reference to the sugar fraud cases. I notice in a letter addressed by you to Mr. Wise, you say: "A strong effort will be made to-morrow to persuade the President to interfere in some way to prevent the indictments." Would you object to telling the committee who it was that was making that effort?

Mr. WICKERSHAM. I do not think I can properly talk about that, Mr. Beall. Any communication with the President is something I do not feel at liberty to discuss.

The CHAIRMAN. I thought that perhaps inasmuch as you had discussed it with this attorney—

Mr. WICKERSHAM (interposing). Well, I merely indicated to him that the subject was one that might be brought up; of course, the counsel for those gentlemen prepared a brief setting forth very cogent reasons, reasons which afterwards the circuit court in New York held as sound, why the prosecution should not be had.

The CHAIRMAN. How many of these parties convicted of frauds against the revenues are now in prison?

Mr. WICKERSHAM. Quite a number of them.

The CHAIRMAN. How many of them have been pardoned?

Mr. WICKERSHAM. Have been pardoned?

The CHAIRMAN. Yes; quite a number have been pardoned, have they not?

Mr. WICKERSHAM. No. Four checkers who had been sentenced to prison for a certain number of months, I think 10 or 11 months, were pardoned after they had served six months, I think it was.

The CHAIRMAN. Pardoned upon the recommendation of your office?

Mr. WICKERSHAM. Yes; based on the recommendation of the special prosecutor. Mr. Spitzer was pardoned as a basis for his testifying; after he had served some time at Atlanta he was pardoned in order that he might qualify as a witness and tell as he did the full story which resulted in the conviction of Heike.

The CHAIRMAN. And so far Heike is the only man higher up that you have been able to place any responsibility on?

Mr. WICKERSHAM. He is the highest man; there was none higher except the one who is now dead, Mr. Havemeyer.

Mr. WITHERSPOON. While you were talking about the high character of these men in all these big business enterprises who have violated the law, has it ever occurred to you that there are any laws in

existence now whose operation would have the effect of causing or leading business men to become lawbreakers or is it a general moral deterioration of the American people?

Mr. WICKERSHAM. No; I do not think it is the moral deterioration of the American people, except this, I think we have had in this country since the Civil War unexampled opportunities for the acquisition of wealth, and I think in the race for wealth very often the exact precepts of the moral law have been lost sight of by those who were engaged most successfully in the contest. Then we have been trying to deal with these economic conditions that have developed by regulation, which regulations have been in terms not readily understood and not always enforced by the courts in entire accord with the legislative intent. So we have had at war currents of feeling on the part of a large portion of the people, a feeling that the law was an imposition and to be avoided. It was so with the land laws in the West to a large extent, and it has been so with a good many other things.

Mr. WITHERSPOON. Do you think the Supreme Court has removed all doubts about what the law means and that these captains of industry will submit to the law and bring themselves under it?

Mr. WICKERSHAM. It is my sincere hope they will.

Mr. WITHERSPOON. I mean by that do you believe it will lead them to do that?

Mr. WICKERSHAM. Yes; I believe that. I do not believe the people of this country are conscious lawbreakers. I do not believe that the great leaders, who have been successful in vast industries, are conscious lawbreakers. I think that when this law comes to be thoroughly known and understood there will be an honest compliance with it on the part of the larger part of those affected by it. If I did not think so, I would despair for the future of our country.

The CHAIRMAN. Did you notice in the newspapers of yesterday, printed only two or three days after the decision in the tobacco case, where the captains of the steel industry held their Belshazzar's feast in New York night before last, at which they entered into an agreement affecting the price of steel products?

Mr. WICKERSHAM. No; I did not. I saw that there was some sort of a gathering in New York, but I did not read any of the details.

The CHAIRMAN. Well, the newspapers of yesterday indicated that there was some sort of an agreement made there Monday night.

Mr. WICKERSHAM. Mr. Stanley's committee has the matter practically in its own hands, and if they did there will be a complete revelation of it, I take it, before that committee.

The CHAIRMAN. I think it is also in the hands of the Attorney General.

Mr. WICKERSHAM. Well, of course, the department would hardly interfere with anything in the hands of the committee until the committee got through with it.

Mr. CANTRILL. I would like to ask you whether there is now any department of the Government to which the farmers in general could submit their plans for organization and secure an opinion as to whether their plans are within the law?

Mr. WICKERSHAM. No, Mr. Cantrill; I think it is foreign to the genius of our country that there should be such a department. The

presumption is that everybody knows the law, that is the legal presumption, and to aid in the practical application of the law there are attorneys and counsellors at law.

Mr. CANTRILL. There is no department from which we could get that information?

Mr. WICKERSHAM. No. They must act under the advice of counsel learned in the law and take the consequences; they are no different than these captains of industry.

Mr. CANTRILL. In other words, the farmers will have to go to the Supreme Court and have the Supreme Court tell them?

Mr. WICKERSHAM. If they want any assurance beyond any doubt, yes.

The CHAIRMAN. I desire to have incorporated in the record the following communications from the Attorney General.

(Thereupon the committee adjourned.)

EXHIBIT D.

OFFICE OF THE ATTORNEY GENERAL,
Washington, D. C., May 27, 1911.

HON. JACK BEALL, M. C.,

*Chairman Committee on Expenditures in the Department of Justice,
House of Representatives.*

MY DEAR MR. BEALL: Replying to yours of 22d instant, in which you ask for information upon the following subjects, viz:

"(1) The names of all assistants or other employees of your department in any manner engaged in investigating charges against Charles N. Haskell, in securing an indictment against, and in the prosecution of said Haskell. (2) A statement of the amount of public funds used in payment of such assistants or other employees, respectively, and the character of service performed by each."

I beg to say that the following are the names of all assistants or other employees of this department, except those connected with the Bureau of Investigation, who were in any manner engaged in investigating charges against Charles N. Haskell, in securing an indictment against, and in the prosecution of, said Haskell, together with a statement of the amount of public funds used in payment of such assistants or other employees and the character of service performed by each, viz:

William J. Gregg, United States attorney, eastern district of Oklahoma, with compensation at the rate of \$4,000 per annum, assisted in the trial of the case.

Hon. Charles W. Russell, Assistant Attorney General (resigned December 31, 1910), with compensation at the rate of \$5,000 per annum, assisted in the conduct and trial of the case.

S. R. Rush, special assistant to the Attorney General, with compensation at the rate of \$5,000 per annum, assisted in the trial.

O. E. Pagan, attorney, Department of Justice, with compensation at the rate of \$5,000 per annum, assisted in drawing the indictments.

Ernest Knaebel, attorney, Department of Justice, with compensation at the rate of \$5,000 per annum. Mr. Knaebel, among many other matters, also gave some attention to this case.

B. T. Hainer, special assistant to the Attorney General. Special counsel employed in the case, with compensation \$2,500.

John B. Meserve, assistant United States attorney, eastern district of Oklahoma, with compensation at the rate of \$2,250 per annum, assisted in the trial of the case.

John F. Gaskill, stenographer, May 18 to May 27, 1909, \$90.

Charles Diffendaffer, stenographer, \$20.10 in June, 1910.

Messrs. E. B. Linnen and Richard S. Taylor, inspectors, Department of the Interior, were also engaged in this matter.

The persons mentioned above, with the exception of Mr. Gaskill and Mr. Diffendaffer, stenographers, Mr. Hainer, special counsel, and the inspectors of the Interior Department, were regular salaried employees of the Department of Justice, and during the time covered by the investigation and trial of this case were engaged on other matters, and it is not possible to calculate with any degree of accuracy just how much was paid each person for his services in connection with this particular case.

SPECIAL AGENTS, BUREAU OF INVESTIGATION.

Twenty-nine agents of the Bureau of Investigation were at one time or another employed in connection with this case, as shown in the following table:

Agent.	Days.	Per diem.	Agent.	Days.	Per diem.
No. 1.....	36	\$4.00	No. 14.....	16	\$6.00
No. 2.....	60	4.00	No. 15.....	19	5.00
No. 3.....	53	4.00	No. 16.....	10	5.00
	31	5.00	No. 17.....	4	4.00
	19	10.00	No. 18.....	34	5.00
No. 4.....	26	3.00	No. 19.....	33	4.50
No. 5.....	59	3.00	No. 20.....	31	4.00
No. 6.....	10	5.00	No. 21.....	32	4.00
No. 7.....	40	3.00	No. 22.....	2	5.00
No. 8.....	10	3.00	No. 23.....	9	4.00
	29	5.00	No. 24.....	(1)	7.00
No. 9.....	30	3.00	No. 25.....	97	4.50
No. 10.....	15	3.00	No. 26.....	71	6.00
No. 11.....	9	3.00	No. 27.....	20	4.00
No. 12.....	27	5.00	No. 28.....	17	5.00
No. 13.....	57	3.00	No. 29.....	(2)	(1)

¹ Portion day.

² 2½ months.

³ \$500 per month, including expenses.

Prior to the return of the first indictment in this case in February, 1909, agents 1, 2, and 3 were engaged in interviewing witnesses and caring for documentary evidence, etc. After the return of the first indictments agent No. 3 was engaged for some time in securing statements of witnesses in Ohio, Michigan, and other States, and agents Nos. 1 and 2 were engaged in Oklahoma for about a week and six weeks, respectively, in interviewing various Government witnesses for the purpose of ascertaining the facts as to which they were able to testify.

In the latter part of March, 1909, agents Nos. 4 and 5 were engaged in investigating veniremen for the purpose of ascertaining whether there were any grounds on which they should be challenged, the veniremen being those before whom it was expected that the case would be tried at Tulsa. In this work they were assisted to some extent by agent No. 2.

Agents Nos. 4 and 5 were joined, about the 3d of April, 1909, by agents Nos. 6, 7, 8, and 3, all of whom proceeded to Tulsa in the expectation of doing work throughout the trial. The agents were, however, only engaged about 10 days at that place, during which time a motion was made to quash the indictments on the ground that the grand jury returning them had more men on it than was permissible under the law in force in the Territory at the time the alleged crimes were committed. During the argument of the motion, which was finally sustained by the court, the agents remained at Tulsa looking after Government witnesses, but performed no other work of special importance.

About the 1st of May, 1909, agents Nos. 3, 7, 8, and 9 proceeded to Tulsa in connection with the resubmission of this case to the grand jury for the purpose of securing new indictments, in order to investigate veniremen for the purpose of ascertaining whether there were any grounds on which they should be challenged by the Government; also for the purpose of looking after Government witnesses. About the middle of the month of May agents Nos. 3, 7, 8, and 9 were joined by agents Nos. 10, 11, and 12, who assisted in the work of looking after Government witnesses, etc., as above indicated.

After one of these cases had been submitted to the grand jury and no bill voted, the United States attorney made a motion, in open court, asking that the grand jury be discharged and a new one summoned, on the ground that the conduct of certain of its members indicated prejudice against the Government and in favor of the defendants, which motion was granted. The new grand jury returned indictments against the defendants on the 27th day of May, 1909, at Tulsa.

After this indictment was returned the agents above mentioned were withdrawn from Oklahoma and assigned to other work.

During the month of July and parts of August, agents Nos. 5 and 13 were engaged in Oklahoma in endeavoring to secure information from persons who were believed to be in a position to know of admissions made by the defendants, and were also engaged in interviewing additional witnesses.

For about 16 days during September and October, 1909, agent No. 14 was engaged at Muskogee. The defendants, however, secured a continuance and agent No. 14, as well as Nos. 13 and 16, who were also present at Ardmore, were withdrawn from the case.

In March, 1910, agents Nos. 16, 17, 18, and 19 were engaged in preparing for the investigation of jurymen, for the purpose of ascertaining whether there were any grounds on which they should be challenged by the Government. The drawing of the jury was, however, postponed, and the agents were assigned to other work without performing any work of special importance in this case.

Several agents, including Nos. 8, 15, 18, 19, 20, 21, and 23, were engaged on work during April and May, 1910, in anticipation of the trial of this case at Tulsa. Their work consisted principally in the investigation of prospective jurors for the purpose of ascertaining whether or not there were any grounds on which they should be challenged by the Government. The case was, however, continued until fall.

Agent No. 22, for a portion of two days in April, 1910, and agent No. 24, for a portion of one day in May, 1910, were engaged at New York City endeavoring to locate a particular witness.

During June, July, and August, 1910, agents Nos. 25 and 26 were engaged in Oklahoma, Colorado, and Nebraska investigating information received by the department to the effect that certain grand jurors who considered this case had been bribed by the defendants or their agents. These two agents also spent a small portion of the time in interviewing certain prospective Government witnesses, for the purpose of ascertaining the facts to which they were able to testify.

In September, 1910, agents Nos. 8, 12, 25, 26, 27, and 28 were engaged at McAlester, Okla., investigating veniremen for the purpose of ascertaining whether there were any grounds on which they should be challenged by the Government, and also endeavoring to ascertain whether the defendants or their agents were attempting to tamper with jurors or Government witnesses or otherwise violate the laws of the United States.

During the course of the trial the court sustained the contention of the defendants as to the operation of the statute of limitations with reference to certain evidence upon which the Government largely relied in this case, and on September 29, 1910, owing to the fact that the Government was unable to proceed successfully without such evidence, the cases were nolle prossed and the agents assigned to other work.

During the latter part of August and the months of September and October, 1909, agent No. 29 was at Ardmore at the same time as agents Nos. 13, 14, and 15, as above stated, engaged in connection with the case.

The foregoing statement covers the work of all regular employees of this bureau engaged upon this case. It does not, however, include the clerks and other persons connected with the bureau who were constantly employed here at Washington on the general office work in connection with all cases investigated.

In connection with this case small amounts of money were in certain instances paid by the agents to persons furnishing them with specific information in their possession or which was secured by them at the request of the agents. These amounts were small and are included in the total stated below.

The total cost of the investigation made by the agents of this bureau, including the amounts paid for services and expenses, is approximately \$10,936.84.

Very respectfully,

GEO. W. WICKERSHAM,
Attorney General.

EXHIBIT E.

DEPARTMENT OF JUSTICE,
OFFICE OF THE ATTORNEY GENERAL,
Washington, D. C., June 6, 1911.

Hon. JACK BEALL, M. C.,
Chairman Committee on Expenditures in the Department of Justice,
House of Representatives.

MY DEAR MR. BEALL: I was asked during my examination before the committee a few days ago to give, and I undertook to give, certain information in addition to what I there testified to. This information is as follows:

First. Fees paid in connection with the condemnation of land for the three departments, Department of Justice, Department of State, and Department of Commerce and Labor (minutes, p. 14):

A. A. Birney.....	\$12,000
M. H. Beach.....	10,000
D. D. Caldwell.....	6,000

Mr. Birney was also paid \$1,000 in re condemnation squares 63 and 89, District of Columbia, a year before the above payments.

In this connection I beg to say that I was mistaken in my recollection that these were the largest fees except that paid to Mr. Stimson. The next largest fees paid were those to Mr. Frank B. Kellogg in connection with the prosecution of the suit against the Standard Oil Co. et al. An account of those fees will appear in the statement of fees paid to special assistants to the attorney since I came into office, which statement is now in course of preparation.

Second. With reference to the request for "A list of the expenses of this Investigation Bureau that is carried on in your department" (minutes, p. 96), I submit herewith (marked "Exhibit No. 1") a tabulated statement showing by classes of cases and by months the cost of investigations made by the Bureau of Investigation during the first 10 months (from July 1, 1910, to April 30, 1911) of the present fiscal year. It is assumed that this statement will furnish in sufficient detail the information desired by the committee. However, if more detailed information is desired, it can be furnished promptly.

From this statement it will be seen that the total amount of expenses during the period mentioned is \$274,551.99. As the total amount appropriated for the present fiscal year under the appropriation "Detection and prosecution of crimes" (from which appropriation all of the expenses of the bureau except the salaries of examiners and clerks—which are statutory—are paid) is \$330,000, it will be seen that the balance available for the last two months of this fiscal year is \$55,448.01, or \$27,724 per month. While the amounts paid out for March and April were considerably in excess of this amount, still it is hoped that, as a result of the rigid economy that is being practiced we will be able to go through the year without the necessity of asking for any additional appropriation.

Third. With reference to the request of the committee for a statement showing "The salary and the amount of expenses paid to each one of the special agents" (minutes, p. 99), there is attached hereto a statement (marked "Exhibit No. 2") showing the rate of compensation of all of our special agents and the general nature and limitations of the expenses which are allowed them. While the committee does not in terms call for information as to the expenses of special accountants, special examiners, etc., it is assumed that such information is desired by the committee, and it is therefore included in the attached statement.

Fourth. With reference to the request of the committee for the "Number of employees of the United States in New Mexico on the border" (minutes, p. 102), I beg to state that at the present time there are stationed along the Mexican border six special agents and two clerks, as follows: At Los Angeles, two special agents; at El Paso, two special agents and one clerk; and at San Antonio, two special agents and one clerk.

For a short time during the rumored violations of the neutrality laws along the border two additional special agents were stationed at El Paso and one additional agent was stationed at San Antonio. Payments were also made at various times to several different persons who furnished information to our special agents as to alleged violations of the neutrality laws.

In connection with the foregoing, it should be stated that the six agents now employed as above indicated, at points along or adjacent to the Mexican border, are engaged in investigations as to violations of various laws of the United States, aside from the neutrality laws, including the peonage laws, the white-slave laws, the laws regarding Chinese smuggling, opium smuggling, etc.

Fifth. A list of the pending land cases, civil and criminal, on the Biloxi, Miss., docket, in which Mr. William H. Armbricht was employed as special assistant (minutes, p. 90) accompanies this letter.

Sixth. With reference to the inquiry for indictments and convictions since the statement in my annual report for the year 1910, at pages 12 and 15, I would call your attention to pages 22 and 23 of that report, which includes all the criminal prosecutions which have been had growing out of the sugar frauds. The only additional steps which have been taken since those referred to on those pages have been the appeal taken by Messrs. Heike and Gerbracht, the secretary and treasurer and general superintendent of the refinery of the American Sugar Refining Co. at New York, respectively, which appeal was set for argument to-day, June 6, in New York, and also an appeal taken by Messrs. Drew and Wardwell, who were convicted and sentenced to 10 months' imprisonment, which appeal is still pending in the United States Circuit Court of Appeals for the Second Circuit.

The statement of all amounts paid to special assistants, etc., will be sent to you as soon as completed.

Respectfully,

GEO. W. WICKERSHAM,
Attorney General.

EXHIBIT No. 1.

Statement showing nature and cost of investigations made by persons connected with the Bureau of Investigation of the Department of Justice during the first 10 months of the fiscal year 1911.

	July.	August.	September.	October.	November.	December.
Bankruptcy frauds.....	\$657.09	\$192.50	\$40.30	\$199.51	\$324.63	\$463.34
Bucket shops.....	919.56	440.70	128.66		85.67	47.34
Chinese smuggling.....	261.63	825.31	1,166.73	2,067.67	1,183.54	663.40
Court officials, examination official acts, accounts, etc.....	1,133.61	1,813.88	2,347.23	2,412.32	1,730.16	1,622.53
Customs frauds(see also Sugar).....	1,463.49	753.82	266.75	765.34	543.13	531.21
Fugitives, apprehension of.....	409.61	695.79	574.82	769.56	617.15	387.82
Internal-revenue frauds.....	203.27	1,079.93	820.33	660.66	485.64	393.94
Immigration and naturalization frauds.....	358.60	424.85	428.80	246.73	250.01	176.85
Land frauds.....	2,449.23	2,479.04	3,845.13	1,479.58	1,969.80	2,254.24
Miscellaneous cases.....	5,143.32	5,675.89	5,653.62	6,334.62	5,314.72	6,435.59
National banking laws, violation of.....	3,226.99	3,200.85	3,778.66	4,518.82	4,117.83	3,402.00
Neutrality laws, violation of.....	428.12	773.80	362.47	277.27	506.64	1,492.03
Peonage.....	1,061.89	177.88	191.39	225.25	690.75	284.61
Post-office frauds.....	1,180.84	1,428.54	2,527.92	3,509.60	3,147.92	4,358.89
Smuggling, general.....	24.71		218.56	12.50	61.77	106.27
Sugar frauds.....	415.88	1,208.50	1,036.32	171.99	454.02	347.22
Trust cases.....	5,622.74	3,978.37	3,136.53	3,626.49	4,589.61	3,560.88
White-slave cases.....	34.09	160.35	281.56	818.04	1,312.17	916.13
Total.....	25,014.67	25,309.80	26,806.08	28,115.94	27,375.16	27,724.29

	January.	February.	March.	April.	Total.
Bankruptcy frauds.....	\$299.53	\$446.16	\$458.59	\$641.86	\$3,723.51
Bucket shops.....	8.36	49.17	152.41	58.43	1,891.30
Chinese smuggling.....	935.35	783.78	706.30	633.42	9,249.13
Court officials, examination official acts, accounts, etc.....	1,756.73	1,809.45	2,218.97	2,309.89	19,154.77
Customs frauds (see also Sugar).....	901.65	302.14	206.16	31.79	5,765.48
Fugitives, apprehension of.....	177.63	371.10	1,455.46	125.65	5,484.59
Internal-revenue frauds.....	112.16	390.81	597.70	385.56	5,129.99
Immigration and naturalization frauds.....	347.64	255.96	334.54	96.87	2,920.85
Land frauds.....	1,405.81	1,219.55	934.18	1,023.96	19,050.52
Miscellaneous cases.....	5,171.53	5,929.07	7,644.27	6,456.14	59,757.77
National banking laws, violation of.....	3,424.05	2,587.75	4,109.53	4,002.55	36,399.03
Neutrality laws, violation of.....	1,184.17	2,658.30	3,274.74	2,907.06	13,964.40
Peonage.....	854.60	342.21	325.30	491.33	4,645.21
Post-office frauds.....	5,227.52	4,291.29	3,286.52	3,359.61	32,318.65
Smuggling, general.....	15.81	6.75			446.37
Sugar frauds.....	393.45	299.17	344.27	162.05	4,822.87
Trust cases.....	3,454.22	4,092.09	4,274.05	3,986.76	40,621.74
White-slave cases.....	1,609.34	1,116.26	852.95	2,234.62	9,335.81
Total.....	27,279.55	26,841.01	31,177.94	28,907.55	274,551.99

¹ Including larceny, embezzlement, destruction Government property, false accounts, perjury, bribery, impersonation Government officers, conspiracy to defraud, murder, alien contract labor law, forgery, counterfeiting, violation navigation laws, violation pure-food law, false pretenses, solicitation political contributions from Government employees, lottery laws, pardon matters, etc.

EXHIBIT No. 2.

Statement showing the compensation and expenses allowed special agents, examiners, special examiners, accountants, etc., connected with the Bureau of Investigation in the Department of Justice.

CHIEF OF BUREAU.

Chief examiner (who acts as Chief of the Bureau of Investigation), \$3,000 per annum and actual expenses of travel and subsistence when absent from Washington. This position is statutory.

SPECIAL AGENTS (56).

1. One special agent at \$12 per day and expenses of travel and subsistence, the latter not to exceed \$4 per day, when absent from his official headquarters.
2. One special agent at \$8 per day and expenses as indicated by item No. 1.
3. One special agent at \$7 per day and expenses as indicated by item No. 1.

4. Seven special agents, at \$6 per day and expenses as indicated by item No. 1.
5. Two special agents at \$6 per day and an allowance of \$4 per day in lieu of subsistence, together with traveling expenses, when absent from their official headquarters.
6. One special agent at \$6 per day and \$3.50 in lieu of subsistence and traveling expenses when absent from official headquarters.
7. Eighteen special agents at \$5 per day and expenses as indicated by item No. 1.
8. One special agent at \$5 per day and \$4 in lieu of subsistence and traveling expenses when absent from official headquarters.
9. Three special agents at \$4.50 per day and expenses as indicated in item No. 1.
10. Fifteen special agents at \$4 per day and expenses as indicated by item No. 1.
11. Four special agents at \$3 per day and expenses as indicated by item No. 1.
12. One special agent at \$1,200 per annum and expenses as indicated in item No. 1.
13. One special agent at \$3,000 per annum and \$5 in lieu of subsistence, and actual traveling expenses when traveling on official business.

The above-mentioned employees are charged primarily with the duty of collecting evidence as to violations of laws of the United States.

EXAMINERS (12), SPECIAL EXAMINERS (2), AND SPECIAL EMPLOYEES (2).

1. Three examiners at \$2,500 per annum.
2. Four examiners at \$2,250 per annum.
3. Two examiners at \$2,000 per annum.
4. Three examiners at \$1,800 per annum.

The 12 positions above mentioned are statutory, being provided for by the legislative bill. These examiners are allowed their actual expenses of travel and subsistence, subject to the regular departmental regulations (the expenses of subsistence being limited to \$6 per day in a few of the largest cities and \$5 per day at other places).

5. One special examiner at \$2,500 per annum and expenses of travel and subsistence, subject to the same limitations as examiners.

6. One special examiner at \$2,000 per annum and expenses similar to those allowed examiners.

7. Two special employees, one at \$4 per day and the other at \$3.50 per day and expenses, subject to the same limitations as special agents when absent from official headquarters.

The examiners, special examiners, and special employees, above mentioned, are charged primarily with the duty of examining the offices, records, accounts, etc., of the United States attorneys, United States marshals, clerks of United States courts, and United States commissioners throughout the country.

SPECIAL ACCOUNTANTS (17) AND BOOKKEEPERS (3).

1. One accountant at \$3,000 per annum and \$4 in lieu of subsistence, and traveling expenses when absent from official headquarters.

2. Two accountants at \$2,500 per annum and \$4 in lieu of subsistence, and actual traveling expenses when absent from their official headquarters.

3. One accountant at \$2,250 per annum and \$4 per day in lieu of subsistence, and actual traveling expenses.

4. Three accountants at \$2,200 per annum and \$4 in lieu of subsistence, and actual traveling expenses.

5. One at \$2,200 per annum and \$4 in lieu of subsistence, and traveling expenses when absent from official headquarters.

6. One accountant at \$2,100 and \$4 in lieu of subsistence, and actual traveling expenses.

7. One accountant at \$2,000 per annum and \$4 in lieu of subsistence, and actual traveling expenses.

8. Four accountants at \$1,800 per annum and \$4 in lieu of subsistence, and actual traveling expenses.

9. Two accountants at \$1,800 per annum and \$4 per day in lieu of subsistence, and actual expenses when absent from official headquarters.

10. One accountant at \$1,600 per annum and \$4 in lieu of subsistence, and actual traveling expenses.

11. Two bookkeepers at \$35 per week and no expenses.

12. One bookkeeper at \$25 per week and no expenses.

The above-mentioned accountants and bookkeepers are charged primarily with the duty of examining the books and records of various concerns in connection with violations of the national-banking laws, the postal laws, and the antitrust laws.

While the classes of employees mentioned in the foregoing list are primarily charged with the duties indicated at the end of each list, it is, of course, sometimes necessary to use them interchangeably, the examiners and special examiners sometimes assisting in work which is usually performed by special agents and the special agents and accountants cooperating with and assisting each other in certain cases where such course is deemed advisable.

In addition to the employees above mentioned, there are also connected with the departmental investigation service the following employees:

One special investigator, who receives \$3,000 per annum and actual expenses of travel and subsistence when absent from official headquarters, subject to the same limitations as examiners; and five clerks who perform general clerical work at places other than Washington, two of whom receive \$1,200 per annum, one \$1,000 per annum, and two \$900 per annum each. There is also a considerable amount of shorthand and typewriting work which, owing to the inadequate force of clerks connected with the Bureau of Investigation, is now paid for at folio rates.

EXHIBIT No. 3.

Memorandum showing cases, civil and criminal, on the Biloxi (Miss.) docket in which William H. Armbricht was appointed as special United States attorney, June 1, 1910.

CRIMINAL CASES WHICH, AFTER EXAMINATION BY MR. ARMBRECHT, WERE NOT PROSECUTED.

Date of indictment.	Docket No.	Titles of cases.	Statute violated.
Aug. —, 1903	1736	U. S. v. H. L. Allen.....	5392
Aug. 19, 1903	1724	U. S. v. Henry Ball.....	2461
Aug. 8, 1903	1719	U. S. v. Louis M. Ball.....	2461
Feb. 26, 1903	1680	U. S. v. John Beard.....	2461
Feb. 19, 1904	1878	U. S. v. James Bidwell.....	2461
Feb. 23, 1903	1666	U. S. v. J. M. Bulbo.....	5392
Feb. 28, 1903	1707	U. S. v. Frank Bird.....	5421
Aug. 19, 1903	1731	U. S. v. Tohe Boland.....	2461
Aug. 17, 1904	1918	U. S. v. Henry A. Brock.....	2461
Aug. 19, 1903	1744	U. S. v. Luke Brown.....	2461
Do.....	1748	U. S. v. Rob Brown.....	2461
Do.....	1720	U. S. v. Geo. Campbell.....	2461
Feb. 25, 1903	1676	U. S. v. Reuben C. Clark.....	2461
Aug. 19, 1903	1730	U. S. v. P. G. Cochran.....	2461
Feb. 26, 1903	1668	U. S. v. Roy Davis.....	5392
Aug. 19, 1903	1745	U. S. v. Sid Dees.....	2461
Feb. 25, 1903	1705	U. S. v. Geo. DeLong.....	2461
Do.....	1672	U. S. v. Mary Drawn.....	2461
Do.....	1675	U. S. v. Geo. Evans.....	2461
Aug. 19, 1903	1742	U. S. v. Tom Evans.....	2461
Aug. 17, 1904	1910	U. S. v. Jack Exell.....	2461
Feb. 19, 1904	1884	U. S. v. John Exell et al.....	2461
Feb. 25, 1903	1698	U. S. v. John Forehand.....	2461
Feb. 25, 1910	2220	U. S. v. R. C. Galloway.....	2461
Feb. 26, 1903	1696	U. S. v. Tom Gardener.....	2461
Aug. 19, 1903	1726	U. S. v. Lyman Haward.....	2461
Aug. 17, 1904	1919	U. S. v. Richmond Heathcock.....	2461
Feb. 26, 1903	1671	U. S. v. Her Hovetter.....	2461
Aug. —, 1903	1738	U. S. v. Chas Hunter.....	2461
Aug. 19, 1903	1737	U. S. v. Heywood Hunter.....	2461
Aug. 17, 1904	1917	do.....	2461
Do.....	1912	U. S. v. Bill Jenkins.....	2461
Do.....	1920	U. S. v. Will Johnson.....	2461
Feb. —, 1903	1683	U. S. v. Kennedy Bros.....	2461
Feb. 26, 1903	1685	U. S. v. Z. W. Lee.....	2461
Feb. 18, 1904	1883	U. S. v. E. W. Lee et al.....	5456
Aug. 19, 1903	1740	U. S. v. Andrew Logan.....	2461
Do.....	1722	U. S. v. John Lowry.....	2461
Feb. 25, 1903	1697	U. S. v. Jim Martin.....	2461
Do.....	1682	U. S. v. Lasser Mills.....	2461
Aug. 19, 1903	1746	U. S. v. Will Mooten (Martin).....	2461
Aug. 17, 1904	1916	U. S. v. Vince Odom.....	2461
Feb. 25, 1903	1703	U. S. v. Toney Pitta.....	2461
Aug. 19, 1903	1743	U. S. v. Henry Preston.....	2461
Feb. 25, 1903	1674	U. S. v. Wash Preston.....	2461
Feb. 26, 1903	1732	U. S. v. F. Rose Lumber Co.....	2461
Feb. 23, 1903	1677	U. S. v. Ed Sand.....	2461
Feb. 25, 1903	1678	U. S. v. Gray Sand.....	2461
Aug. 19, 1903	1723	U. S. v. Robert Sanford.....	2461
Do.....	1733	U. S. v. Joe Scott.....	2461
Feb. 26, 1903	1686	U. S. v. D. F. Smith.....	2461
Aug. 19, 1903	1735	U. S. v. R. L. Stewart.....	2461

Memorandum showing cases, civil and criminal, on the Biloxi (Miss.) docket in which William H. Armbricht was appointed as special United States attorney, June 1, 1910—Continued.

CRIMINAL CASES WHICH, AFTER EXAMINATION BY MR. ARMBRECHT, WERE NOLPROSSED—Continued.

Date of indictment.	Docket No.	Titles of cases.	Statute violated.
Feb. 25, 1903	1673	U. S. v. Eugene Strickland.....	2461
Aug. 17, 1904	1915	.....do.....	2461
Feb. 26, 1903	1684	U. S. v. A. Vizard.....	2461
Aug. 17, 1904	1914	U. S. v. Charley White.....	2461
Do.....	1911	U. S. v. C. M. White.....	2461
Do.....	1913	U. S. v. Harry Wicks.....	2461

CRIMINAL CASES DISPOSED OF OTHERWISE THAN BY NOLLE-PROS.

Date of indictment.	Docket No.	Titles of cases.	Statute violated.	Remarks.
Aug. 19, 1903	1721	U. S. v. J. O. Acree.....	2461	Gilty.
Aug. 18, 1903	1725	U. S. v. W. M. Donovan.....	2461	Not guilty.
Feb. 25, 1910	2216	U. S. v. Gabriel Vreeland.....	2461	Do.
Do.....	2217	U. S. v. Jeff Griffs.....	2461	Do.
Do.....	2219	U. S. v. A. C. McLeod et al.....	2461	Gilty as to James and Edward Box; nolprossed as to McLeod and H. C. Lester.
Do.....	2222	U. S. v. George N. Kennedy and W. E. Simmons.	2461	Gilty as to Simmons; not guilty as to Kennedy.
Do.....	2223	U. S. v. J. H. Johnson.....	(1)	Plea of guilty.
Do.....	2224	.....do.....	(1)	Do.
Do.....	2226	U. S. v. Albert S. Gill.....	(1)	Gilty.

CRIMINAL CASES CONTINUED FOR THE REASONS INDICATED.

Feb. —, 1903	1681	U. S. v. Vinegar Bend Lumber Co.....	2461	Continued for further investigation.
Feb. 25, 1910	2221	U. S. v. J. H. Long.....	(1)	Continued for further investigation.
Do.....	2227	.....do.....	(1)	Do.
Do.....	2218	U. S. v. Neal Brewer and Henry Brewer.....	2461	Continued in order to use defendants as witnesses against Vinegar Bend Lumber Co.

CIVIL CASES DISPOSED OF.

Date of indictment.	Docket No.	Titles of cases.	To recover—	Remarks.
Aug. 12, 1907	7	U. S. v. Donovan Manufacturing Co.....	\$1,000.00	Judgment for United States for \$150 and costs.
Do.....	8	.....do.....	6,800.00	Judgment for United States for \$700 and costs.
July 28, 1908	75	U. S. v. J. B. and J. A. Kennedy.....	1,490.16	Judgment for United States for \$1,000 and costs.
Jan. 27, 1905	95	U. S. v. Richard C. David, Western Lumber Co., and Charles Hoffman.	2,684.77	Judgment for United States against Hoffman for \$1,089 and costs.
May 27, 1908	173	U. S. v. H. C. Carr et al.....	832.95	Consent judgment for United States, \$250.
Do.....	175	.....do.....	555.30	Do.
Do.....	176	.....do.....	832.95	Do.

¹ Act of June 4, 1906.

Memorandum showing cases, civil and 'criminal, on the Biloxi (Miss.) docket in which William H. Ambrecht was appointed as special United States attorney, June 1, 1910—Continued.

CIVIL CASES CONTINUED FOR THE REASONS INDICATED.

Date of indictment.	Docket No.	Titles of cases.	To re-cooper—	Remarks.
Nov. 4, 1907	10	U. S. v. G. C. Blake.....	\$923.80	Defendant ill.
Jan. 6, 1908	14	U. S. v. O. L. Mitchell.....	840.00	Do.
May 27, 1909	127	U. S. v. E. K. Gantt.....	900.00	Continued to allow defendant to plead to amended declaration.
Do.....	189	U. S. v. G. M. Kennedy.....	677.00	Do.
Aug. 13, 1909	191	U. S. v. Union Naval Stores Co.....	1,897.00	Do.
Nov. 26, 1909	192	U. S. v. B. D. Curry.....	2,815.00	Death of defendant suggested, with leave to revive against administrator.
Do.....	193	U. S. v. W. B. Proctor.....	575.45	Continued to enable defendant to plead to amended declaration.
Feb. 14, 1910	198	U. S. v. Union Naval Stores Co.....	575.45	Do.

No. 2

HEARINGS

BEFORE THE

COMMITTEE ON EXPENDITURES IN THE
DEPARTMENT OF JUSTICE

HOUSE OF REPRESENTATIVES

ON

HOUSE RESOLUTION NO. 103

TO INVESTIGATE THE EXPENDITURES IN THE
DEPARTMENT OF JUSTICE

JUNE 10, 1911



WASHINGTON
GOVERNMENT PRINTING OFFICE
1911

COMMITTEE ON EXPENDITURES IN THE DEPARTMENT OF JUSTICE.

[Committee room No. 286, House Office Building. Telephone, 583. Meets on call of chairman.]

JACK BEALL, *Chairman.*

JAMES C. CANTRILL, Kentucky.

ELBERT A. HUBBARD, Iowa.

WILLIAM F. MURRAY, Massachusetts.

PAUL HOWLAND, Ohio.

SAMUEL A. WITHERSPOON, Mississippi.

STEPHEN G. PORTER, Pennsylvania.

JON. E. HOLLINGSWORTH, *Clerk.*

EXPENDITURES IN THE DEPARTMENT OF JUSTICE.

COMMITTEE ON EXPENDITURES IN THE
DEPARTMENT OF JUSTICE,
HOUSE OF REPRESENTATIVES,
Saturday, June 10, 1911.

The committee met at 10 o'clock a. m., Hon. Jack Beall (chairman) presiding.

TESTIMONY OF MR. HENRY A. WISE.

(The witness was duly sworn by the chairman.)

The CHAIRMAN. Mr. Wise, you are district attorney for the southern district of New York, I believe

Mr. WISE. Yes, sir.

The CHAIRMAN. For what length of time have you held that position?

Mr. WISE. I was appointed as of the 1st of April, 1909, and qualified about the 8th of April, 1909.

The CHAIRMAN. How long have you been a resident of New York?

Mr. WISE. Since 1888. Of course, I took that residence because I was under age at that time, and my father became a resident then. My actual residence has existed since 1894.

The CHAIRMAN. How long have you been a member of the bar there?

Mr. WISE. Since June, 1897.

The CHAIRMAN. Prior to your appointment as United States district attorney, you were a practicing lawyer there?

Mr. WISE. I have practiced continuously since 1897, with the exception of the period from May, 1898, to July, 1899, when I was in the United States Army.

The CHAIRMAN. With what office were you connected in New York?

Mr. WISE. I was a lawyer and working with my father, John S. Wise, from the time of my admission to the bar until I went away in May, 1898, and when I returned in July, 1899, I became his partner, and he and I practiced law under the firm name of J. S. & H. A. Wise from then up to the present time, you may say. And later my brother, John S. Wise, jr., came into that firm, and that is the composition of the firm at present. But since my appointment in April, 1909, as United States attorney, I have not practiced law at all, and I have not received any part of the income of that firm except from business which was terminated and the fees earned prior to my appointment as district attorney.

The CHAIRMAN. Prior to your appointment as district attorney, had your firm in any manner represented the United States Sugar Refining Co.?

Mr. WISE. You mean the American Sugar Refining Co.?

The CHAIRMAN. Yes; the American Sugar Refining Co.

Mr. WISE. No, sir; nor any other. The only business my law firm at any time has ever done for any sugar company was a retainer that I took from the Federal Sugar Refining Co. about four years ago, when I appeared before the Interstate Commerce Commission for the Federal Sugar Refining Co. in a question where the American Sugar Refining Co. was on the other side. That was a question of lighterage limit, and it is in the Supreme Court now, I believe. It has just recently been decided by the Commerce Court. They overruled the finding of the Interstate Commerce Commission, which was in our favor.

The CHAIRMAN. Had you been connected in any way or represented the American Tobacco Co.?

Mr. WISE. Never; no, sir.

The CHAIRMAN. Or the United States Steel Corporation?

Mr. WISE. No; I think the only client that my firm ever had that was in any way connected with the Steel Co. was about 1897, which, of course, was before the formation of the United States Steel Corporation, when we represented Thomas Marshall, of Pittsburg, who is long since dead, in a litigation involving the supplying of the structural steel for the post-office building in New York City.

The CHAIRMAN. By these questions I am not meaning to suggest there would have been anything improper if you had represented them, but I just want to get the matter in the record.

Mr. WISE. Yes; I have never been fortunate enough to have any big clients.

The CHAIRMAN. You have been connected with the prosecution of suits on behalf of the Government against the American Sugar Refining Co.?

Mr. WISE. I wanted to say that perhaps you did not know I have been in the United States attorney's office since the 1st day of August, 1902.

The CHAIRMAN. Well, before your appointment, then, as United States attorney, you were an assistant?

Mr. WISE. I went into that office as the junior assistant, and gradually moved up until I was the senior assistant under Mr. Stimson, and upon his retirement I was appointed by President Taft to the head of the office.

The CHAIRMAN. You have been connected with the office, then, during all the litigation against the American Sugar Refining Co., both on the civil side of the docket and the criminal?

Mr. WISE. Civil and criminal; in almost every form of procedure known to Federal jurisprudence.

The CHAIRMAN. You have instituted suits, I believe, for the dissolution of the American Sugar Refining Co.?

Mr. WISE. Yes, sir.

The CHAIRMAN. And you have also had indictments against the corporation and different individuals connected with it for violations of the Sherman antitrust law?

Mr. WISE. Yes, sir.

The CHAIRMAN. And those cases are pending at this time?

Mr. WISE. Yes, sir; all of the prosecutions that have been instituted under the Sherman law are now pending.

The CHAIRMAN. And you have also been connected with prosecutions in connection with the customs frauds in sugar?

Mr. WISE. In a way; yes, sir. I have been very familiar with them. I did not do the actual labor. I may say that, as far as criminal prosecutions are concerned, I started in 1906. In February, 1906, Mr. Stimson was appointed United States attorney. At that time the Attorney General was informed of violations of the rate law by the American Sugar Refining Co.—the Elkins law—and Mr. Stimson was, of course, the head of the office, and I was the man immediately charged with the investigation and prosecution of those cases. They resulted in the indictment of the American Sugar Refining Co. and a number of railroads, and we brought those cases to trial and obtained convictions in all of them, I think the net result being that we collected about \$400,000 in fines, \$168,000 of it from the American Sugar Refining Co.; and we were particularly fortunate in that we managed to sustain every conviction we got, and they were affirmed by the Supreme Court of the United States in appeal.

The CHAIRMAN. From the best information you can get, what is the amount of customs frauds that were perpetrated on the United States by the American Sugar Refining Co.?

Mr. WISE. I think it would be almost impossible to give the exact amount, but I should say somewhere around one-half per cent. It is a very complicated question. You will understand, the American Sugar Refining Co.'s plant at Brooklyn, the Havemeyer & Elder Refinery, is one of their largest refineries. I think it is the largest except the one at Chalmette, La. They melt at that refinery Cuban differential sugars, Porto Rican free sugars, Java full-duty sugars, and full-duty sugars from Mexico, Brazil, and some from Germany. Those are beets, generally, the ones from Germany; and then they have a large amount of free sugars from the Sandwich Islands. Those sugars come in two ways; some of them are what are known as invoice weight sugars and others are what are known as landed weight sugars; that is, the consignee, the American Sugar Refining Co., when it buys sugar in Java, buys it on invoice weight and settles with the seller on the weight as stated in the invoices, and in that case the sugar company has no occasion to weigh the sugar when it arrives at the United States. They receive the invoice from the shipper, so many million pounds, and they deduct 1 per cent, or an arbitrary per cent agreed upon among the merchants as the natural and normal loss in transit coming from Java over to the east coast of the United States, and pay on that invoice, less that deduction. Of course the Government weighs that sugar on the Government scales to ascertain the weight, for purposes of imposition of duty, and the only comparison that we could make there was to accept that invoice weight as true, and compare that invoice weight, after allowing that 1 per cent deduction, which, according to the testimony of all of the merchants in the business, is a fair deduction, compare that with the weight returned by the Government weighers, and there might be, and was, a variance. Sometimes, but not very often, the weight would be in favor of the refinery; but most often the difference was against the Government, varying anywhere from maybe as

much as 3 per cent down to a fraction of 1 per cent, and that would be represented by a tabulation. If you would take each importation and take the invoice weight and then the Government weight, you would find a sort of snaggle-tooth chart that would vary from 3 per cent to almost nothing or even below the line. So I say I would figure it about 1 or one-half of 1 per cent.

The CHAIRMAN. Putting the amount the Government was defrauded into dollars, about what would you estimate was the total?

Mr. WISE. I think the Government got every dollar that was lost, in the settlement that was made. I think that they got more than they could ever have proved.

The CHAIRMAN. Through what period of time had these frauds been running?

Mr. WISE. They had run back for a period of about 10 years. In explaining that, where I pointed out the Government would have to take that invoice weight and the Government weigher's weight and subtract the one from the other to get at the difference, there is another class of importations where we also ascertained existing differences, and that is the landed weight. That is where the seller sells on the weight f. o. b. New York or ex ship, New York. In every large city there are what are known as city weighers. They may be known by a different name in some cities, but in New York they are known as city weighers. They are men who weigh for the shipper, and upon their weight the buyer has to settle. Now, where a man in Cuba ships to the American Sugar Refining Co. in New York, and their terms of settlement are predicated upon the weight at New York, the sugar company would have to settle upon those city weighers' weights, but the Government would not accept those city weighers' weights, but take its own weight. So that in this kind of sugars there would be two weighings, one by the Government and one by the city weigher, each of them independent of the other, and one not knowing what the other was doing. In that case, of course, the higher the city weigher—I am not saying this by way of any excuse or justification—but the higher the city weigher puts those weights, naturally the more gratified his employer is; and there might be in those city weighers' weights an element slightly in excess of the exact weight. But there was always in that contingency a variance between the Government's weigher's weights and the city weighers' weights, and it was upon that difference as to landed cargoes that we predicated our claim against the sugar company for the loss that the Government had sustained.

The CHAIRMAN. While it is not directly involved in this investigation, I have always been curious to know just how that sugar is weighed. It is weighed on the docks of the sugar company?

Mr. WISE. It is weighed on the docks of the sugar company. It would be impossible for it to be done in any other way. It would be a burden on the manufacturer that would take out all of his profit. Sugar is a big thing. It does not come as a part of a cargo, it comes as a cargo. A ship will come in here from Hawaii or from Java laden with a million or two million pounds, or maybe four or five million pounds, of raw sugar. Now, that raw sugar is in bags or retainers. I do not know exactly what the weight of the unit bag is, but probably 300 or 400 pounds. When that ship arrives at the port, the collector takes custody of her and puts a deputy on her, and

after clearing or making entry at the customhouse she is given a permit to go up. She goes up to the refiner's dock—a cane-sugar refinery could not do business unless it had water-front property. Of course, it could if the water front were in immediate proximity, because they could have a short track to haul the shipments over to the refinery; but they could not do that at an inland point. When that ship comes to the dock, the customs officials are supposed to be in charge of it, and to see that every pound of her cargo is weighed.

Now, at the refinery, on the dock are these large scales, which are scales constructed by the company, but under, or supposed to be under, the control of the Government; and when the sugar is hoisted out of the hold and passed up on to the dock it is landed onto ordinary hand trucks and they put on what is called a draft, which is about as large as the scale will carry. For instance, if it is a 1,000-pound scale they will get somewhere between 900 and 1,000 pounds on the hand truck. Before they start the weighing, each one of those trucks is supposed to have been weighed, and that is taken off of the weight in the final reckoning. Those hand trucks are passed across the platform, and the Government employee sits at the beam where he passes the balance or poise and registers the weight; and the sugar company has its checkers sitting there, so that they take that weight also, presumably to see that there is no cheating done by the Government. Now, what happened at the Havemeyer and Elder dock I can perhaps show better by a little illustration. [Referring to diagram.] For instance, here is a platform scale. This is the beam and this is the poise which is slid along to get the weight. Up here on the platform is where the truck has gone with a load, and the Government weigher stands here passing this poise along until he gets the rising beam. Now, this is balanced by a system of balances, and there is a point here where, by pressure, the rising of the beam could be retarded. The Government weigher would sit right up at the forepart, where he could see the register on the notch and the checkers were sitting over here.

The CHAIRMAN. Those checkers were employees of the Sugar Refining Co.?

Mr. WISE. Yes, sir. They had skillfully devised the idea of boring a small hole through this upright stanchion and passing a steel wire through there, which rested at that point, and by its impact there it brought about a sufficient retarding of the movement of the beam to give them so many pounds in a draft, and that was the way in which the thing was accomplished.

The CHAIRMAN. I am much obliged to you for this information.

Mr. WISE. Now, there was another way in which it was accomplished. So far as we can find, the tampering with the scales was done without the bribery of any Government official. But there was another way by which they got ahead of the Government, and that was on tares. The sugar comes mostly in bags, except from Java it comes in baskets, and the Government employees are supposed to weigh at this scale house all of that sugar that comes through, and then afterwards, when the sugar has been dumped out of the bags, the bags are supposed to be weighed. The company does not pay any duty on the bags, of course. They are retainers. If the Government employee who was charged with the weighing of those bags was on to his work and did his duty properly, he would make the

sugar company employees shake out every bit of the sugar in the bags, and reduce the bags to bag instead of bags and sugar. By the giving of a few dollars to the Government inspector who had that in hand, he could very well not be overvigilant in getting the bags shaken out, and it would give them an advantage of 2 or 3 pounds to a bag or a pound to a bag; and in that way they did accomplish almost as much fraud as they did by the fraudulent use of the scales. And that was done not only at the American Sugar Refining docks but it was done at the National Sugar Refining Co.'s docks, and it was done at Arbuckle's.

The CHAIRMAN. Was that the only kind of fraud which was perpetrated at the National Sugar Refining Co. and at Arbuckle's?

Mr. WISE. Yes, sir. They did not, so far as we could ascertain, have any funny business on the scales. Of course, by bribing men at the scales, they might get a fraction of a pound by his being generous in the rise of the beam. You understand that when you are weighing out a cargo of two or three million pounds of sugar the demurrage on that ship is a thing that the consignee is anxious to get rid of, and the weighing goes on very rapidly. Of course, every day's delay is important, because the refiner is there waiting for the raw product, and they want it just as fast as they can get it in. Those trucks go across that platform very rapidly, and the Government weigher becomes very skillful in being able to throw his poise so as to get the rise. Now, if he chooses to do as our butchers do with us when they throw a leg of mutton on the scale, and gets enough rise quickly, he can give them half a pound or a quarter of a pound. Now, that may have been done at the other places, but we have not been able to find any evidence of that, and, of course, the men who did it were not going to tell it if they did.

The CHAIRMAN. What kind of division was made of this amount that was saved to the Sugar Refining Co.?

Mr. WISE. Division with the Government's employees?

The CHAIRMAN. Among the employees. How much did the company get out of it.

Mr. WISE. The company got it all. The company simply gave the Government inspector, for instance, who had the tearing of the bags, a \$5 bill, frequently. Take Arbuckles, for instance; it ran up into several thousand dollars a year, and it was done in the same way at the American Sugar Refining Co.

The CHAIRMAN. Who would give this Government official that \$5?

Mr. WISE. The superintendent of docks, the refiner's representative on the dock. I have as thorough and comprehensive and intelligible report on that, Mr. Chairman, as you could possibly get, and I shall be very glad to leave it with you.

The CHAIRMAN. I shall be very much obliged to you if you will.

Mr. WISE. It is a technical report. However, it explains every one of the terms that is used. This was made by one of my assistants, who came into my office after this work had been done, and after Mr. Stimson had severed his relations with the Government. There were certain ends that had not been closed up, and I wanted to be satisfied that everything that could be done had been done, and I designated my assistant, Mr. Arnold, to go over all that had been done by Mr. Stimson and make independent investigation himself, and make a full report to me; and he has done it here in a re-

port which, considering the subject, is not very large. It is a 50-page report, with the exhibits and everything, which will give you the whole information. I would like very much to have this back, if I can, because it is a part of the files of my office.

The CHAIRMAN. I will see that it is returned to you.

Mr. WISE. It is a thing that I want to keep in my files as a justification for myself in the future.

The CHAIRMAN. Among these employees of the Arbuckle Co., how many of them have been indicted? The superintendent of the dock whom you mentioned, was he indicted?

Mr. WISE. He was not indicted at all. This investigation, you understand, was under Mr. Stimson. He was United States attorney, and at the time of his retirement he was appointed special assistant to the Attorney General to investigate these customs frauds in the underweighing of sugar. So that when I became district attorney I found that that was entirely out of my hands, and I might very well have gone ahead and shut my eyes and said that I had nothing to do with it. But I did keep informed and followed every bit of the work that was done, and assigned one of my assistants to keep in touch with it and follow it up. Now, we were after Government employees more than any one else, and were after the men higher up. We wanted Mr. Havemeyer and Mr. Arbuckle and the men who actually profited by these frauds, and not the underlings who were being paid a salary for the commission of these frauds. And in our effort—I say “our” because I am perfectly willing to accept the responsibility for everything that has been done, notwithstanding Mr. Stimson’s appointment—we wanted to get the Government employees who brought this thing about, and we wanted to get, as I said, the men who actually profited by it. Mr. Doyle, who was the superintendent at the Arbuckle refinery, was used as a witness. He is under indictment. I have got him there now, and he has not had any promise, and I can try him and convict him and put him in the penitentiary beyond any question of doubt.

The CHAIRMAN. But you have been using him as a witness?

Mr. WISE. He has been used as a witness to try to get the men higher up—to get John Arbuckle and William Jamieson, who are members of Arbuckle Bros.—and unfortunately the evidence is not such that you could get them.

The CHAIRMAN. You have not been able, then, to secure an indictment against any of the men higher up in the Arbuckle Co.?

Mr. WISE. No, sir. I think it would not be fair, really, to put Doyle in the penitentiary after he has practically testified to every bit of the evidence we could use against him on his trial.

The CHAIRMAN. Have you obtained an indictment against anybody connected with the Arbuckle Co. higher up than Doyle?

Mr. WISE. No; we secured an indictment against the Government employees in that case.

The CHAIRMAN. Only against the Government employees?

Mr. WISE. That is all. We tried them and convicted them, and they are now under sentence. They are out on bail pending hearing on their appeals in the circuit court of appeals, and I have brought down here to you a copy of the record on appeal in that case.

The CHAIRMAN. You were not able to connect any of the directors of the Arbuckle Co. or any officers of that company with this matter?

Mr. WISE. There are not any directors. It is a partnership.

The CHAIRMAN. You were not able to connect either of the partners with these frauds?

Mr. WISE. No, sir. That partnership was made up of four partners in the beginning of the frauds, and two of them went out, and there are only two left; and one of those who went out is apparently the man who was responsible for the beginning of this thing, and he has the statute of limitations in his favor. Then the difficulty, even, of getting him, if the statute of limitations had not run, is that the man through whom he did this is in a lunatic asylum in Scotland, and has been there for about four years, and he is absolutely incompetent and incapable of being used as a witness.

The CHAIRMAN. To what extent had Arbuckle Bros. profited by these frauds at the time your investigation began?

Mr. WISE. The total amount of profits that had inured to them, according to our circulation, was the amount that they paid to the Government.

The CHAIRMAN. About \$600,000?

Mr. WISE. Yes, sir; somewhere around \$600,000. And they insisted, Mr. Chairman, that while the weights were against the Government, that the polariscope tests had been against them. You understand that duties are based not only on weights but the tests of sugar, and they insisted that a comparison between the polariscope tests on which they settled with their shipper and the polariscope tests on which they settled with the Government for duties would show about \$200,000 against the Government and in their favor. But we disallowed that \$200,000, and made them settle with us on the discrepancy in weight without considering the discrepancy in the polariscope tests.

The CHAIRMAN. This settlement was in the nature of a compromise, I believe. It was not as a result of a judgment?

Mr. WISE. No suit was brought. They did not even wait to be sued.

The CHAIRMAN. Was any effort made to secure or enforce the penalty against Arbuckle Bros.?

Mr. WISE. No, sir; I think not.

The CHAIRMAN. What is the penalty in cases of that kind?

Mr. WISE. Well, that is a question of law that is a pretty tough one. The penalty under the customs laws is the forfeiture of the value of the importation which is affected by the fraud.

The CHAIRMAN. Take a case like this, where the fraud has been running through many years and not discovered until the importations had been gotten out of the way, could that kind of penalty be invoked still?

Mr. WISE. By section 9 of the customs administrative act a civil suit in the nature of an action for debt can be instituted for the forfeiture of the money value of the goods.

The CHAIRMAN. As a result of your investigation, were you able to form any idea as to the money value of these importations upon which frauds had been practiced?

Mr. WISE. That would be a matter of calculation that could be ascertained.

The CHAIRMAN. It would run up into many millions of dollars?

Mr. WISE. It would go up into the hundreds of millions.

The CHAIRMAN. Hundreds of millions of dollars on the Arbuckle shipments?

Mr. WISE. Yes, sir.

The CHAIRMAN. Why was not an effort made, Mr. Wise, to enforce the penalty provision of the law?

Mr. WISE. Well, the only thing I can say to that is that the civil settlement was made with the Arbuckles without any knowledge on my part of the settlement at all. I suppose they figured that the collection of the \$600,000 was a sufficient compensation to the Government, and at that time they did not contemplate they would be balked on the criminal prosecutions, and they did not bring any suit for the penalty.

The CHAIRMAN. I have noticed in the newspapers frequently that when people come into this country and bring goods and attempt to perpetrate any fraud upon the Government in small cases this penalty is invoked and enforced in many instances.

Mr. WISE. I do not want what I say, of course, to be even considered as a criticism or reflection upon anybody. My attitude in the prosecution of all customs cases, and my books and papers of the office will show it to have been, that I have exacted the pound of flesh in every instance. I prosecute them criminally and forfeit the value of the goods and sue them for the duty.

The CHAIRMAN. Do you not think that would be by far the most effective way of suppressing frauds of this kind?

Mr. WISE. That is why I have done it.

The CHAIRMAN. To exact even the last pound of flesh?

Mr. WISE. That has been my idea exactly. I have felt that here were the statutes which Congress had enacted, and that I did not have any discretion but a duty, and that I would make the people of the United States observe those laws if possible.

The CHAIRMAN. I think you are certainly to be commended for that. Evidently Arbuckle Bros. must have considered you had a pretty strong case against them.

Mr. WISE. I think they did.

The CHAIRMAN. Or they would not have voluntarily agreed to pay, and paid, \$600,000 without any litigation and without any contest.

Mr. WISE. They undoubtedly did, sir; and what is more, every one of them was stampeded and scared to death at that time. The discovery of that fraud at the Havemeyer & Elder's refinery and the grand jury investigations that were going on and the suit that was tried against the American Sugar Refining Co. put the fear of God into all of them, or the fear of something else.

The CHAIRMAN. In the case of the American Sugar Refining Co. you had the absolute record, showing the amount of frauds that had been perpetrated there, did you not?

Mr. WISE. We had that in every case.

The CHAIRMAN. In all of them?

Mr. WISE. Yes.

The CHAIRMAN. You had their own memoranda and records?

Mr. WISE. We had the books showing the weights upon which they settled with the person from whom they bought, and we had the Government's books showing the weights upon which they settled with the Government for the duty.

The CHAIRMAN. You had both weights, as a matter of record?

Mr. WISE. Yes.

The CHAIRMAN. It seems to me there would have been no escape either for Arbuckle Bros. or for the American Sugar Refining Co. with that sort of a record against them.

Mr. WISE. Well, you want to bear in mind this, Mr. Chairman: That those things were discovered in 1907 against the American Sugar Refining Co. The Government of the United States does not equip the district attorney's office with any great number of assistants, nor does it pay them any salaries that are sufficient for a man to get rich on.

The CHAIRMAN. While I think about it, your salary is \$10,000?

Mr. WISE. Yes.

The CHAIRMAN. How many assistants have you?

Mr. WISE. Seventeen; and those 17 men, all told, get \$44,000 salary.

The CHAIRMAN. What is the range of their salaries?

Mr. WISE. Their salaries range from \$5,000 to \$600. One of them gets \$600, another one gets \$1,200, and two or three get \$1,500.

The CHAIRMAN. I did not want to interrupt you. Now you may proceed.

Mr. WISE. At the time that this fraud was discovered at the American Sugar Refining Co.'s dock Mr. Stimson had in his office the Morse prosecution, the Heinze prosecution, a number of other important cases, and not any very great staff to conduct these investigations and prosecutions with. The cases were first tried in the eastern district of New York—that is, the preliminary skirmishes. The headman at the dock, Spitzer, through whom the fraud had been done, was tried for attempted bribery, and there was an acquittal. And so in the prosecution of some of the Government employees in that district. They were tried, and there were acquittals, and it was found that apparently you could not make any headway over there. Then, on a technical theory of law, these prosecutions were transferred to our district. The actual fraud was not accomplished in the southern district of New York. The cheating, the false weights, and the crooked scales were all in the eastern district of New York, where there is a district attorney's office, with a district attorney, who is paid \$4,000 a year, and two assistants, who are paid \$1,800, and they had to cope against talent and money and things of every sort.

The CHAIRMAN. You spoke of the equipment of your office. The department here was in a position to render you whatever assistance was necessary, in the way of additional help, was it not?

Mr. WISE. They may have appointed special counsel. They could not very well do anything in the way of appointing more assistants, because Congress appropriated last year for the appointment of assistant district attorneys throughout the entire United States \$280,000. This year they increased it to \$325,000. That would just about pay the pay roll of Mr. Whitman's office in New York City.

The CHAIRMAN. Mr. Wise, was any effort made at all to enforce the penalty?

Mr. WISE. Against the Arbuckles?

The CHAIRMAN. Was it insisted upon at all?

Mr. WISE. As far as I am personally concerned, I can say "no." But, of course, I do not know exactly what was done by Mr. Stimson.

That settlement was made within 60 days after my appointment; and at the time I was appointed I found myself with about half of the assistants in the office gone, and I was trying to keep abreast of the current work with what was left, while I could make my selections of other assistants; and I did not take any part in the settlement of that matter at all, and knew very little of it. My knowledge in reference to it and what I am now telling you, and what I have told you, is what I have learned by my independent examination.

The CHAIRMAN. As I understand it, the prosecution of this matter was under the direct charge of Mr. Stimson, who was appointed by the Department of Justice to do this particular work under special employment?

Mr. WISE. Yes, sir.

The CHAIRMAN. And you did not have control of it?

Mr. WISE. No, sir.

The CHAIRMAN. But, so far as your knowledge extends, there was no direct effort made to invoke the penalty feature of the law?

Mr. WISE. No, sir.

The CHAIRMAN. Neither against the Arbuckle Bros. nor the American Sugar Refining Co.?

Mr. WISE. No, sir. I want to call your attention to one thing about that: The penalties are barred by the statute of limitations after three years. The frauds on the American Sugar Refining Co.'s dock were discovered because of the discovery of the device that was used there on the scales. No such thing was discovered at the Arbuckle dock, nor at the dock of the National Sugar Refining Co. The prosecution of the American Sugar Refining Co., and the successful outcome of the trial, did not terminate until, I think, March, 1909, and the entire time of the Government had been devoted to the American Sugar Refining Co., and when they succeeded there, with the number of complicated questions of law involved, then they started the investigation of the Arbuckles. So, when they went to the Arbuckle's dock, and to the other docks, they found that simultaneously with the discovery of the frauds at the American Sugar Refining Co.'s dock, all fraud at every other dock had ceased. That was one strong fact against them all; that was a powerful element of evidence that, coincident with the discovery of this fraud at the American docks, the weights at the Arbuckle's and the National Refining Co.'s docks went up, and that there was not any discrepancy between the city weights and the Government weights. There was no discrepancy in these weights at all after the discovery of the frauds on the American's docks. But two years had gone by, and the only penalties that could be collected were those on the cargoes that had come in during the one year.

The CHAIRMAN. But that would have amounted to \$100,000,000, or a very large sum of money, if it had been collected from all these cargoes?

Mr. WISE. Yes, sir.

The CHAIRMAN. I think it was extremely unfortunate that the Government did not insist upon the collection of all the penalties that the law imposed upon these people, because this fraud was so flagrant and so shameful.

Mr. WISE. Well, of course, I can not express any opinion on that subject.

The CHAIRMAN. In connection with the American Sugar Refining case, have any of the higher-up men connected with that corporation been indicted—that is, above Heike?

Mr. WISE. No, sir; the only man above Heike is beyond indictment.

The CHAIRMAN. Do you mean Havemeyer?

Mr. WISE. Yes, sir.

The CHAIRMAN. He died soon after the frauds were discovered?

Mr. WISE. The frauds were discovered in December, 1909, and he died in December, 1909.

The CHAIRMAN. He was the president of the American Sugar Refining Co.?

Mr. WISE. He was the American Sugar Refining Co.

The CHAIRMAN. Was there no one else a member of the corporation actively connected with its management?

Mr. WISE. The rest of them were manikins in his hands.

The CHAIRMAN. Were you not able to discover that any of these manikins were responsible in any way?

Mr. WISE. No, sir; I have done everything I could to put the responsibility on these men, but I can not do it. We prosecuted Heike and Gebracht on evidence that is technical, and I argued that appeal in the circuit court of appeals this week, and I am hopeful that it will be affirmed. Yet, I shall not be very much surprised at any result.

The CHAIRMAN. Of course, there are difficulties in the way, but it seems inconceivable to me that frauds of this magnitude could have been perpetrated, while only the underlings generally have been indicted.

Mr. WISE. Well, Mr. Chairman, you know, if you ever had anything to do with an investigation of that corporation, or of any of the large corporations, you know they are divided up into departments, and that the work is done by departmental heads, and that the details of the work of the department are not brought to the knowledge of the board of directors. Here was a company that was paying, I think, something like \$35,000,000 in duties, and the loss to the Government was only 1 per cent, or a very small item. Now, there would be no occasion or reason for that to be brought to the knowledge of the board of directors, and, like all crimes, the men engaged in the commission of them, did not impart knowledge of that fact to any more people than they could help. Now, they could see—the man who was paying out money for duties could see the fraud; his boss could see the fraud, and could see the results that were coming to the company, and it was not necessary to tell anybody else. They were producing results that were satisfactory, and the board of governors of these institutions generally make inquiry only when things are unsatisfactory, but do not take much interest when things are going their way. This thing was done by \$15 men—men getting \$15 a week on the dock—and the head man, Spitzer, was the man who was bringing it about.

Now, Spitzer did not have to go to the board of directors and tell them about it, and he did not. He is absolutely free and willing and voluntarily expects to give the Government every bit of help he can. He served his term, or a part of it, and then we gave him a pardon in order to use him against Heike and Gebracht, and he has been

perfectly free in telling us everything he knew, and we can not bring it up any higher. Mr. Gebracht was charged by the accounting officers of the company with a certain amount of raw sugar. That amount was the amount the company as paying for, and not the amount the Government was paid duties on, and he was expected to produce results from that amount. He produced results from that amount, and the accounting officer, who was the man who paid out the money, and the man who made all those calculations, was Heike, and he could see the results. Mr. Heike had all these results, and he could see them. I have done everything in my power, and I believe Mr. Stimson and every man connected with that investigation has done everything in his power to lay the responsibility on anybody higher, if there was anybody, and we do not believe there was anybody. We believe that Havemeyer could have been prosecuted and convicted but he having gone, I think we have prosecuted and convicted the highest man up that had anything to do with that fraud.

The CHAIRMAN. But it is your opinion that if they had insisted upon the penalty they could have collected a very large amount of penalty

Mr. WISE. I suppose they could.

The CHAIRMAN. And if the matter had been left with you you would have insisted upon the collection of full penalties, so far as they were not barred?

Mr. WISE. I do not like to answer that question. Any answer that I would make to that question would be in the nature of a criticism of my superior—that is, if I answered it in the affirmative.

The CHAIRMAN. Now, you have been connected with the prosecution of Brown and Hayne?

Mr. WISE. Yes, sir.

The CHAIRMAN. I want to ask you something in regard to that: Who in your office besides yourself has had charge of or any connection with these prosecutions of the cotton bulls?

Mr. WISE. I had charge of it, and no one else in my office except my assistant, Mr. Frankfurter.

The CHAIRMAN. You and Mr. Frankfurter have had charge of the cotton prosecutions?

Mr. WISE. Yes, sir.

The CHAIRMAN. You secured two indictments?

Mr. WISE. Yes, sir.

The CHAIRMAN. What was the occasion for the dismissal or quashing of the first indictment on account of some defect?

Mr. WISE. It was on account of a plea in bar that was founded on a technicality which arose out of a piece of carelessness in the clerk's office. The work of our district became so great that it was necessary to have Congress pass for us a law allowing two grand juries. The first time, I think, the law was availed of they required a certificate showing the need of two grand juries, but the clerk, instead of drawing two panels, drew one panel, and then, when the panel came in, drew two grand juries from it. This was a technicality, but it was well grounded, and their attorney, who is one of the most technical lawyers in the United States, discovered that these two grand juries had been drawn in that way and filed this plea in bar. I was satisfied that there was good ground for his plea, and I resubmitted it to a second grand jury.

The CHAIRMAN. Do you recall the date the first indictment was found?

Mr. WISE. No, sir; I do not.

The CHAIRMAN. It was about May or June, 1910?

Mr. WISE. I think it was.

The CHAIRMAN. And the second indictment was found about six weeks after that?

Mr. WISE. Some time last summer; I think I have the second indictment, but not here.

The CHAIRMAN. Did you draw the indictment?

Mr. WISE. My assistant drew it, but I went over it with him, approved it, and signed it.

The CHAIRMAN. Why was it that the fact of securing this second indictment was not made public until several months after it was secured?

Mr. WISE. Because some of the defendants were out of the jurisdiction, I think, at the time it was returned.

The CHAIRMAN. My recollection is that the indictment was secured about July, and it was not made public until about December, 1910.

Mr. WISE. I think that is substantially correct. That is done every day when the indictment is returned and pleading is interposed to it which indicates to the prosecutor that that indictment will probably fall. Under such circumstances the prosecutor does not take any chances, if he is onto his job, of letting that indictment fall while these defendants are out of his jurisdiction, and if he gets a second indictment to take the place of it, he carefully puts that indictment where it will not be talked about and where it will be ready for use while the defendants are in the jurisdiction.

The CHAIRMAN. That is the explanation largely in this case?

Mr. WISE. Yes, sir.

The CHAIRMAN. Who first furnished your office with information with regard to that?

Mr. WISE. The Attorney General.

The CHAIRMAN. Do you know who first advised the Attorney General's office of any suspected violation of the Sherman antitrust law in connection with the cotton bulls?

Mr. WISE. I have no idea.

The CHAIRMAN. Preliminary to securing these indictments, did you have any conference with any cotton manufacturers in regard to the matter?

Mr. WISE. I subpoenaed some cotton manufacturers there whom I talked with—some of the men that were parties to the contract set up in the indictment—and I talked with them. They made some very strong arguments to me in opposition to the return of the indictment. There was Mr. Parker, of South Carolina—

The CHAIRMAN (interposing). This agreement that was the basis of the indictment was an agreement between these cotton buyers and certain cotton spinners?

Mr. WISE. Yes, sir.

The CHAIRMAN. Were there any indictments returned against the cotton spinners who were parties to that agreement?

Mr. WISE. No, sir.

The CHAIRMAN. I would like to have your explanation of that. Here is an agreement made between certain cotton buyers and certain cotton spinners; the cotton buyers are indicted for a violation of the laws of the United States, but the cotton spinners, who were parties to the same agreement, have not been indicted.

Mr. WISE. Well, Mr. Chairman, I will be very glad to give you my explanation of it, but I think, in all fairness, while the prosecution is pending, that any discussion along that line may very materially hamper the success of the prosecution.

The CHAIRMAN. Of course, I would not want to do that, but I can not see why your explanation of why you indicted one party to the agreement and failed to indict the other party to the agreement would interfere with the prosecution.

Mr. WISE. Well, I do not know. I have always found that when a man was going to try a case the best thing to do was to keep his mouth shut until he went into court. I do not mean to make an impertinent answer—

The CHAIRMAN (interposing). I understand that.

Mr. WISE (continuing). But I have always found it a great deal better to go into court and put it up to the jury, rather than to put it in the hands of the defendant's counsel before trial. You understand, of course, there were a great many thousand of bales of cotton bought by the men who were indicted in excess of the amount of cotton that was bought by these few little spinners who signed this agreement.

The CHAIRMAN. As I understand it, this was an agreement by which these buyers were to purchase a certain amount of cotton and hold a certain amount for delivery on the cotton exchange, but not to retender that cotton there.

Mr. WISE. You know that agreement did not start with the spinners.

The CHAIRMAN. I beg your pardon.

Mr. WISE. You know the agreement did not originate with the spinners. The spinners were brought into it by men who were manipulating the market.

The CHAIRMAN. My information may be altogether inaccurate, but I have been under the impression that the original movers in the proposition were the spinners themselves.

Mr. WISE. I am pretty well satisfied that you are misinformed on that. Of course that matter was submitted to the grand jury, but I can not, of course, disclose what was submitted to the grand jury before the indictment was obtained. The indictment was the action of the grand jury, not of the district attorney. You asked me about the two indictments: Mr. Thompson was not in the United States when the first indictment was returned; he was somewhere in Egypt. I know when that indictment was returned, and there was a sufficient number, but not a unanimous vote for the indictment. Mr. Thompson came back here and made the extraordinary request that he be permitted to come before the grand jury. It was an investigation under the Sherman law, and there are certain immunity statutes, and I was somewhat concerned as to whether he would get immunity. He was very insistent on being permitted to appear, as he said he was a man of high standing and that it would do a great

harm to his reputation to have an indictment against him. I took it up with the judges and with the grand jury, and the grand jury stated that they would allow him to come before them, but that they would not swear him; they would allow him to make his statement and take it for all it was worth as though it were a sworn statement. He was given an opportunity to go before the grand jury, and he was there, I think, two days, and he produced documents and talked, and talked and produced documents, and after he got through, there was a unanimous vote against him. The whole grand jury of 23 men voted for an indictment against him.

The CHAIRMAN. Has there been any trial of these cases?

Mr. WISE. No, sir; the indictment was demurred to by all of the defendants except Thompson. That demurrer was argued before Judge Noyes, and he made a decision on it. He sustained certain counts of the indictment and quashed certain counts of the indictment. From the decision sustaining the counts the defendants sued out a writ of error to the Supreme Court, and from the decision quashing certain counts of the indictment the Government sued out a cross appeal, and that appeal has been brought to the Supreme Court. The decision was late in the spring and we could not get it argued this spring in the Supreme Court. It has been advanced and set for argument at the October term of the Supreme Court.

The CHAIRMAN. Did any members of the New York Cotton Exchange ever furnish you any information with regard to these cases?

Mr. WISE. Do you mean voluntarily?

The CHAIRMAN. Yes.

Mr. WISE. I think—

The CHAIRMAN (interposing). Were you in conference with any members of the New York Cotton Exchange prior to the time the indictments were returned?

Mr. WISE. No, sir; what I did was to send a circular letter to members of the New York Cotton Exchange asking them to furnish me transcripts of their books, and substantially every cotton house in New York furnished me transcripts of their books showing the purchases and sales of cotton with the men connected with this transaction.

The CHAIRMAN. I understand that that agreement, which was the basis of that prosecution, was for the purchase of something like 300,000 bales of cotton, which represented about one-thirty-fifth of the crop of the United States.

Mr. WISE. Not of the cotton crop of the United States at that time.

The CHAIRMAN. As I understand, it was an agreement to accept the delivery of this cotton?

Mr. WISE. Of course; I have that indictment here, and it sets up the agreement; the agreement states exactly what it is.

The CHAIRMAN. And that, in carrying out that agreement, they did actually receive the cotton?

Mr. WISE. They would buy the cotton and hold it off the market, and not retender it for delivery.

The CHAIRMAN. Now, the thing that has not seemed clear down in my section of the country, among the people who are interested in the production of cotton and in the maintenance of a fair price for cotton, is why the power of the Government should be invoked

against men who make an agreement, the probable result of which would be to increase the price of cotton; but no move, so far as they know, has ever been made against the other contestants with these men—that is, the men who are combining for the purpose of depressing the price of cotton. Do you not think that is a little unfair?

Mr. WISE. I have had that same statement made to me by a number of people, and I have asked every one to bring evidence on which I could predicate a prosecution, and this evidence has not been produced.

The CHAIRMAN. But in this agreement there were about 60 cotton spinners interested, were there not?

Mr. WISE. Yes, sir.

The CHAIRMAN. And, as a usual thing, cotton spinners are interested in securing cotton for their mills at the lowest possible price?

Mr. WISE. I assume they are.

The CHAIRMAN. Was any information brought before you in regard to a combination among the cotton spinners or an agreement among them?

Mr. WISE. An agreement among the cotton spinners to depreciate the value of cotton?

The CHAIRMAN. Yes.

Mr. WISE. No, sir; I never heard the suggestion of such an agreement.

The CHAIRMAN. Did you ever receive any information about an agreement among the cotton spinners to control the output of their mills for the purpose of affecting the demand for raw cotton, and also for the purpose of increasing the price of their finished products?

Mr. WISE. No, sir; but if there is such an agreement, you want to bear in mind that there is not a cotton spinner in the southern district of New York, and I would not have any jurisdiction over it. The closest we would come to any cotton spinners would be up in the New England States, and then down here in the Southern States, but it would not be in my jurisdiction.

The CHAIRMAN. But these cotton bulls that were indicted, one of them, you say, was in Egypt?

Mr. WISE. Yes, sir; but he was in New York, too.

The CHAIRMAN. Are not these cotton spinners also in New York?

Mr. WISE. I do not think so.

The CHAIRMAN. Do they not deal in New York the same as the cotton bulls?

Mr. WISE. Well, if they do, I do not know it; I can only say that I have no evidence of it.

The CHAIRMAN. You spoke of having a conference with Mr. Louis Parker. I will ask you if Mr. Parker did not call your attention—

Mr. WISE (interposing). Yes, sir; he made statements to me and he wrote me a number of letters.

The CHAIRMAN (continuing). To a combination of dealers as far back as 1909, for the purpose of depressing the market; that these dealers agreed to ship 10,000 bales of cotton from Liverpool back to New York for the purpose of depressing the May options, in which they were short?

Mr. WISE. I do not remember.

The CHAIRMAN. Did he not give you the names of various members of firms and witnesses who were familiar with the facts?

Mr. WISE. He may have done so, but I do not remember all the details of it.

The CHAIRMAN. If he did, was any use ever made of that information to the extent of bringing it to the attention of any grand jury?

Mr. WISE. No, sir.

The CHAIRMAN. I believe you stated that, within your knowledge, there have been no agreements or combinations or contracts between spinners within your jurisdiction. That would have been——

Mr. WISE (interposing). That agreement that this indictment is based upon is an agreement that had some parts of it carried out in our jurisdiction, and that is the jurisdiction that we had to bring the indictment.

The CHAIRMAN. But you did not indict the cotton spinners, and they were within your jurisdiction?

Mr. WISE. No, sir.

The CHAIRMAN. Unless you are very strongly impressed with the idea that it would be a great injury to the cause of the Government, I would like for you to give this committee your explanation as to why you did not indict the other parties to this contract?

Mr. WISE. Well, for the simple reason that I did not think that amounted to anything, and that the other people were the principal men. These little spinners, picked up here and there, did not know what they were doing. They did not instigate the thing.

The CHAIRMAN. How many bales did they buy? Was it not about 300,000 bales?

Mr. WISE. I think it was something less than 75,000 bales.

The CHAIRMAN. Well, if it was 75,000 bales, that is one-fourth of the total amount——

Mr. WISE. I think it was about one-half of that, if I recollect right. They did not succeed in getting in many spinners, and they carried it on themselves.

The CHAIRMAN. And your reason for not indicting them was that you thought the amount of cotton they had bought was so small as compared with the total amount, and that their connection with it was not so direct as the connection of the cotton bulls?

Mr. WISE. It was negligible.

The CHAIRMAN. Was not the total amount of cotton that was bought almost a negligible quantity as compared with the total crop of that year?

Mr. WISE. Yes, sir; but the total crop of that year was not in existence at the time of this agreement, and the total crop of that year had been consumed to a large extent while the agreement went on.

The CHAIRMAN. The agreement was made in February or March?

Mr. WISE. Yes, sir; in February or March, and they began operations sometime later.

The CHAIRMAN. Of course a very considerable part of the crop had been shipped out, but a very considerable part still remained in this country, the value of which would be affected by that agreement?

Mr. WISE. That is true, but my theory of the Sherman law is that a man, in order to be in violation of it, does not have to go out and get the whole product of any line of goods, but if two or more men conspire and combine together to restrain trade between the States, they offend against the Sherman law, even though the quantity involved may be not more than one-half of 1 per cent.

The CHAIRMAN. Yes; but it appears strange that these men who were dealing with only one thirty-fifth of the cotton crop of the United States should be indicted, while the men in other lines of business that controlled 50, 60, or 75 per cent of the trade in that particular line should escape indictment.

Mr. WISE. I have indicted them as fast as my machine would work up there.

The CHAIRMAN. I think you are to be commended for that. I am sorry that a great many more of these combinations do not operate in your judicial district.

Mr. WISE. I am glad that they do not, because I have all that I can do.

The CHAIRMAN. So far as you know, there has been no indictment of the officials of the Tobacco Trust for violation of the antitrust law?

Mr. WISE. Not yet.

The CHAIRMAN. So far as you know, there has been no indictment of the officials of the Standard Oil Co. for a violation of the Sherman antitrust law?

Mr. WISE. Not that I know of.

The CHAIRMAN. So far as you know, there have been no indictments of the officials of the United States Steel Corporation for any alleged violation of the Sherman antitrust law?

Mr. WISE. I have never heard of them. There have been indictments of the Sugar Trust, though, and I have indicted two or three other combinations up there.

The CHAIRMAN. If these concerns that I have mentioned have been violating the Sherman antitrust law, they have been violating it upon a much larger scale than these five or six cotton bulls that went into this agreement to purchase 300,000 bales of cotton.

Mr. WISE. That, of course, may be true, and undoubtedly is, but I want to tell you that until very recently very few of us knew where we stood under the Sherman law. We have had some pretty mixed-up decisions. We have had to distinguish between the decision in the E. C. Knight case and the decision in the Northern Securities case. Now, however, we have some light on the subject.

The CHAIRMAN. Yet that uncertainty about the interpretation of the Sherman antitrust law did not have the effect of relieving the cotton bulls from prosecution?

Mr. WISE. That was quite a different situation, Mr. Chairman. Here is a set of individuals who have gotten together to accomplish a definite and certain result. Now, anybody who has practiced criminal law does not have to have much knowledge of law to know that when two or more men cooperate together to produce a certain result, which result is forbidden by law, that that is a violation of the conspiracy provisions of the Sherman antitrust law. But there has been among the leading lawyers of this country a great deal of confusion as to whether a holding corporation—that is, a corporation holding the capital stock of a number of other corporations—was a violation of the Sherman law. The Supreme Court of the United States, in fact, held that it was not in the E. C. Knight case, and there was no repudiation of that holding by the Supreme Court at any time up to the time of the decision of the Standard Oil and the American Tobacco Co.'s cases. These companies you have referred

to, like the United States Steel Corporation, the American Tobacco Co., and all these companies, would come under that latter category. If at any time I had evidence before me, as I have had in other combinations, that the American Tobacco Co. and some other tobacco company had formed an agreement to limit the output of tobacco and put up the price, I would have recommended to my grand jury the return of an indictment right away. In the cases where we got indictments there was no doubt by anybody as to the law, but the question of holding companies—that is, companies that were admitted to monopolize trade by acquiring the ownership of competing companies—was a question of much confusion until the recent decision of the Supreme Court.

The CHAIRMAN. In this cotton case did you not discover quite a number of speculators on the New York Cotton Exchange who had been caught short, who had sold large quantities of cotton, about the time of this bull movement, and were they not very largely the ones to make complaint about this pool?

Mr. WISE. Not to me.

The CHAIRMAN. Do you know McFadden Bros.?

Mr. WISE. I know of them.

The CHAIRMAN. Do you know Craig & Jenks?

Mr. WISE. No, sir; I do not know them.

The CHAIRMAN. You do not know whether they made any complaint to you or not?

Mr. WISE. No, sir.

The CHAIRMAN. As far as you can, I would like to have a statement as to the different parties who did furnish you or your office or the department, within your knowledge, with any information during the investigation of this cotton transaction? I would like to know the origin of it—the genesis of it.

Mr. WISE. All that I can tell you is that it was referred to me from the Department of Justice.

The CHAIRMAN. Your directions came from the Department of Justice?

Mr. WISE. Yes, sir.

The CHAIRMAN. Did you have any conference with Mr. Baldwin?

Mr. WISE. Now, I think you are on the wrong track there. Mr. Baldwin absolutely did not have anything, directly or indirectly, to do with the prosecution. I never dreamed of him.

The CHAIRMAN. Is he not connected with your office?

Mr. WISE. No, sir.

The CHAIRMAN. Did he represent at that time any of the cotton bears on the New York Cotton Exchange?

Mr. WISE. I do not know anything about it. It is not a matter within my knowledge. Mr. Baldwin was the attorney for the New York Cotton Exchange seven or eight years ago.

The CHAIRMAN. Were all the cotton buyers who were parties to that contract indicted?

Mr. WISE. I am inclined to think they were not in the second indictment.

The CHAIRMAN. Why?

Mr. WISE. Because, when it was returned, we did not have the evidence. I have since found, since this fight occurred on the New

York Cotton Exchange between Rothschild and Moyse, that he was undoubtedly in it, but—

The CHAIRMAN (interposing). Was he in the first indictment?

Mr. WISE. Yes, sir; but not in the second.

The CHAIRMAN. Of course, the grand jury had sufficient evidence at the time the first indictment was returned of his connection with it?

Mr. WISE. Well, Mr. Chairman, of course I can not tell what the grand jury had or did not have. In my opinion they did not have sufficient evidence on the second one to return an indictment against him, and that was the reason he was not in that indictment. I can not tell you what it had on the first indictment.

The CHAIRMAN. Did you have any conferences with any attorneys representing any of the cotton speculators? I simply want to get the facts into the record.

Mr. WISE. I do not recall any. Yes, I do; I was pursued, hounded, and worried to death by Mr. Larkin, who represented old man Thompson. He has worn my soul out.

The CHAIRMAN. Did you have any conference with anybody representing these bears on the New York Cotton Exchange?

Mr. WISE. I think I can say positively, no.

The CHAIRMAN. Who represents the New York Cotton Exchange now?

Mr. WISE. I do not know. I think Mr. Henry W. Taft. I know he was the attorney about a year ago.

The CHAIRMAN. Have you conferred with him, directly or indirectly, in connection with these cases?

Mr. WISE. No, sir. Let me qualify that answer: after this indictment, Mr. Chairman, some months afterwards, when this rumpus between the Rothschild firm and Moyse & Co. arose, I did see Mr. Henry W. Taft in an effort to get permission to attend the hearing before the committee of the New York Cotton Exchange, in order to hear what came out, because I wanted that evidence on the prosecution.

The CHAIRMAN. Do you know who represented Rothschild?

Mr. WISE. In that litigation?

The CHAIRMAN. At the time of this indictment?

Mr. WISE. I do not remember who appeared for him.

The CHAIRMAN. Do you know whether it was Henry W. Taft?

Mr. WISE. I am positive that it was not.

The CHAIRMAN. In this subsequent litigation that you mention, do you know who represented him?

Mr. WISE. I do not remember; that is a matter of record. That case was tried before the Supreme Court Justices on an application for mandamus, and was afterwards argued in the appellate division of our Supreme Court of the State of New York. Who these attorneys were, I do not know, but I can say very positively that it was not Henry W. Taft; he did not have anything to do with them. He did not represent Moyse; Colby represented Moyse.

The CHAIRMAN. I believe you have already stated that no information has come to you in regard to any combination among the bears on the New York Cotton Exchange?

Mr. WISE. No tangible information on which I could predicate any action.

The CHAIRMAN. Have you ever made an investigation? Has anybody connected with your department investigated that subject; or anyone connected with your office?

Mr. WISE. So far as my office is concerned, I think not.

The CHAIRMAN. Of course, you know that on the New York Cotton Exchange there are two contending factions.

Mr. WISE. Yes, sir.

The CHAIRMAN. That one seeks to depress the price of cotton and the other seeks to raise the price of cotton?

Mr. WISE. I do not think that is with any motive of helping anybody that produces cotton. I think it is nothing but a gambling shop, if you want to know my opinion.

The CHAIRMAN. Absolutely so; both sides are gamblers.

Mr. WISE. Yes, sir; and probably somebody in the middle.

The CHAIRMAN. And the thing that has seemed peculiar to us in the South, who are vitally interested in cotton, is that the agencies of the Government should be put into operation to prosecute the bulls upon the cotton exchange, while no investigation has ever been made, so far as we can ascertain, to find whether or not there has been any combinations among the bears, having for their purpose the depression of the price of cotton.

Mr. WISE. The bulls do not buy anything, do they? They are simply gamblers, also. The bears, of course, are selling something they have not got.

The CHAIRMAN. I think if there is to be any distinction drawn it ought to be in favor of the man who buys something, expects to have delivery of it, and then puts it into the channels of trade. It occurs to me that the preference should be given to that character of man rather than to the fellow who sells what he has not got, and does not expect to have, and does not intend to have or deliver.

Mr. WISE. Well, I have serious doubts as to the question of whether it can be held that he is engaged in commerce.

The CHAIRMAN. Do you know the character of most of the cotton delivered on the exchange?

Mr. WISE. I would not know one kind of cotton from another if I should see it.

The CHAIRMAN. Do you know what kind is usually quoted in connection with the New York Cotton Exchange?

Mr. WISE. I think it is a piece of paper.

The CHAIRMAN. They do have two or three hundred thousand bales of cotton. Do you know what grade they have to tender upon these contracts?

Mr. WISE. I suppose that one bale would be enough to meet the tender; I suppose it should be passed around the circle, and when it got around everybody will have complied with his obligation.

The CHAIRMAN. Do you know why there are not more actual purchases of cotton by spinners made on the New York Cotton Exchange?

Mr. WISE. I do not know; but I should say that it was for the simple reason that they are not dealing in a commodity, but are gambling on the rise and fall of the price of the commodity.

The CHAIRMAN. In your investigation of this cotton transaction did you receive any information that the kind of cotton that is kept on the New York Cotton Exchange is an undesirable class of cotton?

Mr. WISE. No, sir; I never heard of that.

The CHAIRMAN. And that because of that fact, a spinner can not go on the New York Cotton Exchange and make his contract for the purchase of cotton to be used in his mill?

Mr. WISE. I did not understand that the spinners ever attempt to buy cotton on the New York Cotton Exchange. My idea of that exchange, so far as it relates to the legitimate buying and selling of cotton, is that it is simply for the purpose of hedging.

The CHAIRMAN. Why does he not buy his cotton there?

Mr. WISE. I think it would make a considerable difference to a man located in North Carolina, with cotton stored in New York and cotton stored in warehouses at Wilmington, N. C. He would probably prefer to buy his cotton at Wilmington rather than at New York.

The CHAIRMAN. Why do not the New England spinners buy in New York?

Mr. WISE. I do not know. I was born and raised in Virginia, but never saw a stalk of cotton in my life.

The CHAIRMAN. In your investigation in connection with this case, did you learn that the reason is that they keep a certain class of cotton on the New York Cotton Exchange of such a character that the spinner can not afford to accept it? That they keep there the two extreme grades—the very finest grade of cotton and the very lowest grade of cotton? They bring to the New York cotton warehouses the unusable kinds of cotton, and, in the contract they have, if a spinner should go in and make a contract for a thousand bales of cotton, if he was a spinner of a fine variety of cotton, they could tender the poorer variety, or one that he could not use. Or, if he was a spinner of the coarser kinds of cotton, they have the option of tendering to him the finer kind that he can not use, and, as a consequence, the spinners of New England or any other place can not afford to go on the New York Cotton Exchange for the purpose of buying cotton to be used.

Mr. WISE. I did not know anything about that. I understood that the way the spinners did was to figure out what they would need and buy it and then hedge their purchase on the cotton exchange to protect themselves.

The CHAIRMAN. That is true. In your investigation of this case did you learn that the price of cotton on the New York Cotton Exchange had an influence upon the price of the actual cotton in the South?

Mr. WISE. I did not understand.

The CHAIRMAN. That these quotations that the New York Cotton Exchange is sending to all sections of the country govern, to some extent at least, the price that is paid for actual cotton?

Mr. WISE. Yes, sir; I understand the New York and New Orleans quotations control.

The CHAIRMAN. If that be true, even though a man may be a bear on the New York Cotton Exchange, and though they have no cotton to buy or sell and none to deliver, yet his operations on that exchange would have an effect upon the market price of cotton in the South?

Mr. WISE. That is what I charged in the indictment.

The CHAIRMAN. That was in regard to the bulls. But can you not see where the operation of the bears would have a depressing effect upon the price?

Mr. WISE. The market price, whether produced by the bulls or bears, has the same relation to the actual price.

The CHAIRMAN. So it seems to us that it is equally important to restrain the operations of the bears, although they may not own any cotton, and are dealing in paper cotton on the exchange, it is important to the people of the South that the strong arm of the Government should be laid on them, and that they should be restrained from operating to the detriment of the cotton grower.

Mr. WISE. I agree with you on that, and to the further extent that it is important to the people of the United States that the people who violate the laws of the United States may be reached in any part of the country.

The CHAIRMAN. I agree with you; I am not contending that the cotton bulls ought not to have been prosecuted, but I think that some effort should have been made on the part of the Government to guard the producers against the bears, as well as the spinners and bear gamblers against the bull operators.

Mr. WISE. You will appreciate that everything we have done—that is, the men who have been trying to enforce the Sherman anti-trust law—up to the present time has been largely experimental. I make no apology. Wherever we have plowed a new field, we have waited to see what the product of the first plowing would be before we started to cultivate a second. There is no use of laying off any more land than is necessary until you find out what the land is going to produce. If we find that the law will fit either the bull or the bear, then we can put it on both of them, and we have three years to go for them, and if it was done last year we will have a final result in time to get the other side of the proposition before the statute of limitations has run.

The CHAIRMAN. You are aware of the fact that the cotton situation works upon a delicate pivot and that very slight influence will depress the price of cotton or increase the price of cotton?

Mr. WISE. I suppose that is largely true. Of course, I suppose that the law of supply and demand largely controls those things in the absence of unreasonable manipulation or unlawful restraint.

The CHAIRMAN. Or excessive speculation?

Mr. WISE. They can speculate all they want. They can only get up to a certain point when it bursts. We have seen that in wheat and corn and everywhere where any man has tried to corner any of the substantial things.

The CHAIRMAN. Did it ever occur to you that the mere getting of these indictments against these cotton bulls would be used by the opposing side as a leverage to reduce the price of cotton?

Mr. WISE. You mean that the returning of indictments would have an influence on the market quotation of cotton?

The CHAIRMAN. Did not your observation show you that?

Mr. WISE. Yes, sir; and it was a matter that was discussed with a great deal of seriousness. We all realized—I think every man who was connected with it in any way, who had any responsible connection, realized that he would probably be charged and accused of having done this in the hope of rigging the market. We discussed and considered it very seriously.

The CHAIRMAN. Did not the bear speculators seize on the fact that you had returned the indictments for the purpose of raiding the market?

Mr. WISE. If they did they got burned. If you will look at the figures you will see that the price of cotton went up on the day that the indictment came out. I do not know what they did. You are asking me about cotton speculators. I have not any of them in my intimate acquaintance, and I never knew what they did. I will tell you a very interesting thing in that connection. When this indictment was sent to the printer I was purposely very careful in the selection of the printer in order that it should not get out, and I went to the printer and gave him very strict instructions about it; and thinking that he was very wise he goes out and goes "short" of the cotton market and he lost more than he got for printing that bill.

The CHAIRMAN. How do you account for the fact that securing the indictments against those who were in agreement increased the cost of cotton? How would that knowledge have the effect of boosting the price of cotton? Do you think there was any connection between the two?

Mr. WISE. No; I do not know why. I know it is a physical fact, an actual fact. As a rule, I think that whenever a big indictment affecting important matters has been returned, generally there has been some sort of a fluctuation in the market.

The CHAIRMAN. My information is, Mr. Wise, and it may not be accurate, that recently upon the announcement of the fact that you secured these indictments that the price of cotton dropped a dollar a bale in New York and there was a corresponding drop in every cotton market of this country?

Mr. WISE. Well, I think you are wrong about that.

The CHAIRMAN. I may be.

Mr. WISE. I do not know. I never even took the trouble to look at the quotations, and I never bought or sold a bale of cotton in my life, and certainly would not have bought or sold one at that time. I think you will find that I am right—that upon the return of the indictment cotton went almost to 18 cents, I think the highest price it ever reached. I will give you the exact date of the indictment, and you can then look at the cotton exchange quotations.

The CHAIRMAN. I will be very glad to look that up. This agreement is merely not to tender cotton upon the exchange?

Mr. WISE. Yes, sir.

The CHAIRMAN. That cotton is kept locked up in the warehouses, and it is not in the channels of trade?

Mr. WISE. No.

The CHAIRMAN. It was delivered to them?

Mr. WISE. You mean that they purchased under the agreement? I do not know where it was. It may have been in New York, and it may have been in New Orleans, or it may have been in a warehouse anywhere in the South, and it could have been delivered to them by the delivery of the indicia of title.

The CHAIRMAN. The actual cotton has to be delivered under the contract?

Mr. WISE. The delivery of the bill of lading would be the delivery of the cotton.

The CHAIRMAN. But for delivery on the New York Cotton Exchange it must be in a warehouse in New York City?

Mr. WISE. I do not know about that.

The CHAIRMAN. It seems that this agreement not to retender it upon the New York Cotton Exchange was to put the cotton into the channels of trade rather than to keep it out?

Mr. WISE. Of course, that is a matter of opinion.

The CHAIRMAN. In the course of the investigation, did you discover that these "bulls" indicted had shipped out this cotton and sold it to spinners and other purchasers of cotton at a cheaper price than they could buy it elsewhere?

Mr. WISE. I do not remember.

The CHAIRMAN. Sold it to the spinners at a price cheaper than the same cotton could have been bought for in the spot market?

Mr. WISE. I do not recall that. That is a detail that I would not remember ordinarily.

The CHAIRMAN. We are very much obliged to you for your attendance.

Mr. WISE. I am very glad to do anything I can.

I have brought the record in the case against Heike and Gebrecht. I do not know whether any member of this committee will want to impose upon himself the burden of reading it. If they will, you can see the difficulties in the proof; you can see the difficulties that we were up against in the investigation of these sugar frauds. The technical knowledge which a man must acquire to understand sufficiently to go ahead with the prosecution of those cases is almost equal to a college education. I have had to study chemistry and mathematics and everything else over in order to know what I was talking about, and in the argument of the case in the circuit court of appeals the three judges there, who were skilled men, took more than an hour of the time that was allowed to the Government—and I think we are not stupid in the way of presentation—it took more than an hour to get those men to understand the terms we were using, and which are common, every-minute terms in this matter. It is not a simple proposition. It has been an awful labor.

The CHAIRMAN. It has been a stupendous undertaking; I am sure of that.

Mr. WITHERSPOON. Will you leave the record with us?

Mr. WISE. Yes, sir; I brought this record here for you. The record I gave you in the Arbuckle matter I would like to get back.

The CHAIRMAN. We will be glad to send it to you.

Mr. WISE. In this record you will find technical statements of every sort and description, and evidence that shows the whole story, and then there is also a record here in the case of the Government weighers who were prosecuted for these frauds, which will show you how the system worked, and I think when you have gone over it you will see that it was a fraud that could be practiced without the board of directors of the corporation knowing anything about it. This is only a small part of the records in the various cases we have had there against the sugar companies. I have got as many more in New York; we have written a library on the subject. The briefs are almost as thick.

The CHAIRMAN. We will be glad to have such of the records as you can leave.

Mr. WISE. I will leave them all right here.

The CHAIRMAN. On the question of the effect of these indictments upon the price of cotton, is it not a fact that the action of the grand

jury had been anticipated for a few days previous to that, that the depressing effect had already been apparent upon the market before the indictments actually came?

Mr. WISE. I do not know.

The CHAIRMAN. That is my understanding.

Mr. WISE. I would not be surprised if that were true, although we do everything in our power to prevent any information getting out as to what the action of the grand jury will be. It may be, however, that it was discounted. They seem to be able to discount those things pretty well. If you will notice, the day after the decisions were rendered by the Supreme Court of the United States there was not any break in the market.

The CHAIRMAN. Of course, you are aware of the fact that in December, when you made public the second indictment, that was right in the midst of the cotton season?

Mr. WISE. I did not know that.

The CHAIRMAN. I think you said that you had a good many employees in your office, 17 assistants?

Mr. WISE. Seventeen assistants.

The CHAIRMAN. And how many other employees?

Mr. WISE. As many more; I think there are somewhere between 35 and 40 people in the office.

The CHAIRMAN. Can you send to the committee a statement of the expense accounts of those different employees since your connection with the office began as district attorney?

Mr. WISE. You want each particular person's salary?

The CHAIRMAN. If it is not too much trouble; and the amount that has been paid to each one for expenses of all kinds.

Mr. WISE. There are no expenses paid to them; they are paid a salary.

The CHAIRMAN. But their traveling expenses?

Mr. WISE. None of the employees has any occasion to travel—the clerical force.

The CHAIRMAN. But the assistants?

Mr. WISE. The district attorney and the assistants are occasionally called here to Washington, and their expense account would be \$10 for a round-trip ticket, \$2 for sleeping car each way, 25 cents for the porter, and then they can spend all they want to, but they can not get but \$4 a day. I come here more than once a month and remain about two days a month, and I pay about \$4 for my room, generally, if I go to the Willard, and then everything above that I pay my own expenses and the Government does not pay. There is a statutory limitation on our expenses. The district attorneys and the assistants can travel as extravagantly as they please, but they can not get but \$4.

The CHAIRMAN. Are they employed by the department to do work outside of their districts and paid extra compensation?

Mr. WISE. I have never known of any such case, except—certainly if he were employed outside his district he would have the right to more compensation, because his appointment is for doing the work of the Government in his district. I have never known of a district attorney being paid anything for services outside. I know, for instance, that Stimson, while he was district attorney, came here to Washington and argued four appeals in the Supreme Court of

the United States, for which special counsel would have received \$5,000 apiece, and he never received a cent for it, and I told him at the time that I thought he was very silly not to make the Government pay him.

The CHAIRMAN. Does the Department of Justice send over assistants to you from time to time in special matters?

Mr. WISE. Why, no; not exactly. Sometimes the department sends its own assistant over to conduct investigations that extend through more than one district. Take the Beef Trust, the Standard Oil Co., or any of those big cases that ramify into every district in the United States, and special assistants like Mr. Kellogg, for instance, will come to New York and work there for a month or more. Under the statutes of the United States he has the power to go before the grand jury and conduct investigations, and he goes ahead independently of the district attorney, except that he confers with the district attorney so as not to have his work conflict with the district attorney's.

The CHAIRMAN. I have noticed in the statement of the Attorney General a great many items of expense of employees of the Department of Justice traveling back and forth between Washington and New York City, and I wondered to what extent they rendered assistance and what necessity there was for the expense.

Mr. WISE. They have to come back and forth all the time. There are a great many employees of the Department of Justice like investigators. As you know, the district attorney is under the Attorney General.

The CHAIRMAN. I appreciate that.

Mr. WISE. And his office is subject to inspection and investigation, and various men in the Department of Justice are proceeding all over the country all the time examining district attorneys' offices, going through their files and through their dockets and checking them up to see whether cases have been allowed to go to sleep or whether the work of the Government has been expeditiously handled. It is a very good thing.

The CHAIRMAN. Do you know whether the special agents and others sent from the Department of Justice to New York and elsewhere devote their time and attention to Government business while there?

Mr. WISE. I think they do, Mr. Chairman.

The CHAIRMAN. And from your own observations, there is no abuse along that line?

Mr. WISE. None at all; in fact, I must say that I have been a private practitioner, and I know the affairs of other business concerns, besides the Government, and you take them by and large, the employees of the Government are the most faithful set of men I have ever come in contact with, and they put in as many hours of service and do more than any other concern. Every man I know of works all the time. During the month of May, while I was in the trial of a case that lasted from the 26th of April until the 29th day of May—the prosecution of the officers of the United Wireless Telegraph Co.—the court convened at 10 o'clock in the morning and adjourned at 6 o'clock at night. Now, a man who is trying a case like that, involving millions of dollars and the tracing of millions and thousands upon thousands of shares of stock sold all through the

United States, has got to work all night in order to be ready to go on the next day. My stenographers and clerks were kept down at that office until 9 and 10 o'clock at night.

There is not even an appropriation from which they can be paid for their suppers, and my stenographers come anywhere from 10 to 20 miles away from the post-office building—they live out in the suburbs where they can get better accommodations for a lower rate of pay. Those men and women only get \$900 and \$1,000—that is about the average salary—and after working up until 10 o'clock at night they came back at 8.30 o'clock in the morning. I paid for their suppers out of my pocket. I am not allowed any money. I am out of pocket to-day more than a thousand dollars that I have paid out for the Government in the work of my office. There is no appropriation to a district attorney to defray the ordinary contingent expenses of his office. I have to pay them out from day to day as they come along. I pay for every telegram, I pay for the telephone in the office, I pay for all the express charges, and I pay the wages of three of the Government employees in my office out of my private pocket, and at the end of the quarter—we can not get paid every month—at the end of the quarter I state an account and send it down here and the auditor spends a month going over it to find out that I may have spent 27 cents for a telegram when I should have paid 26, and he holds up my account on account of that 1 cent until we have had 50 cents' worth of correspondence about it or \$5 worth of correspondence about it, and then I say, "Knock out the 1 cent; I do not care; let it go."

The CHAIRMAN. That is due to the great care on the part of the auditor?

Mr. WISE. Yes, sir. A check comes along about five months after I have begun to meet the disbursements. I have disbursed the entire expenses of the office since the 1st day of January up to the present time, and I have not received any of it back yet, but I will in about 30 days, I hope to get that part back which I disbursed up to the 31st of March, and then along about next September I will get back what I disbursed up to the 1st of July. That is the way the Government does business.

The CHAIRMAN. You will have it for your vacation?

Mr. WISE. For Christmas.

The CHAIRMAN. Do you have jurisdiction of naturalization cases?

Mr. WISE. Yes, sir; I have a great deal of that. I made some criticism of that here about a year ago.

The CHAIRMAN. I believe that is all. We are very much obliged to you.

(Thereupon the committee took a recess until 2 o'clock p. m.)

AFTER RECESS.

The committee met pursuant to adjournment.

TESTIMONY OF MR. ERNEST E. BALDWIN.

(The witness was duly sworn by the chairman.)

The CHAIRMAN. What is your name?

Mr. BALDWIN. Ernest E. Baldwin.

The CHAIRMAN. And your residence is in New York?

Mr. BALDWIN. Yes, sir.

The CHAIRMAN. How long have you lived there?

Mr. BALDWIN. Twenty years.

The CHAIRMAN. You are a practicing lawyer?

Mr. BALDWIN. Yes, sir.

The CHAIRMAN. How long have you been engaged in the practice of law?

Mr. BALDWIN. I think 26 years; maybe 27 years.

The CHAIRMAN. What official positions have you held?

Mr. BALDWIN. I was assistant United States attorney.

The CHAIRMAN. For how long?

Mr. BALDWIN. About seven years.

The CHAIRMAN. When did your connection with that office cease?

Mr. BALDWIN. The 1st of January, 1905, or 1904.

The CHAIRMAN. Since that time you have been engaged in private practice?

Mr. BALDWIN. Yes, sir.

The CHAIRMAN. What is the name of the firm?

Mr. BALDWIN. Boothby, Baldwin & Hardy.

The CHAIRMAN. Engaged in general practice?

Mr. BALDWIN. Yes, sir.

The CHAIRMAN. Do you represent in any way the New York Cotton Exchange?

Mr. BALDWIN. I used to.

The CHAIRMAN. When did that employment terminate?

Mr. BALDWIN. 1906.

The CHAIRMAN. For what length of time did it last?

Mr. BALDWIN. About five years.

The CHAIRMAN. Have you ever been the attorney for McFadden Bros.?

Mr. BALDWIN. Yes, sir.

The CHAIRMAN. I mean the cotton brokers?

Mr. BALDWIN. Yes, sir.

The CHAIRMAN. Does that relationship of client and attorney exist now?

Mr. BALDWIN. Yes, sir.

The CHAIRMAN. For what length of time have you been the attorney for them?

Mr. BALDWIN. I should say about four or five years.

The CHAIRMAN. Is there a firm of cotton brokers by the name of Craig & Jenks?

Mr. BALDWIN. Yes, sir.

The CHAIRMAN. Have you ever had the relation of attorney for them?

Mr. BALDWIN. Yes, sir; and have it now.

The CHAIRMAN. For what length of time have you been the attorney for them?

Mr. BALDWIN. About five years, I think, if not six—no; let me see, Craig & Jenks, I think I have been the attorney ever since the copartnership was formed; I am not quite sure.

The CHAIRMAN. Who are the members of the firm of Craig & Jenks?

Mr. BALDWIN. William—

The CHAIRMAN (interposing). Is it W. R. or W. C. Craig? I notice in some of the hearings that we had before another committee that there were two of them, it seemed.

Mr. BALDWIN. There is only one, William R., I think.

The CHAIRMAN. What are Jenks's initials?

Mr. BALDWIN. William C., but I only think that. Of course I ought to know better, but I do not.

The CHAIRMAN. They are what are known as cotton merchants?

Mr. BALDWIN. Yes, sir.

The CHAIRMAN. Do you represent any other cotton merchants who are members of the New York Cotton Exchange?

Mr. BALDWIN. Yes, sir.

The CHAIRMAN. Who?

Mr. BALDWIN. Mohannanian & Co., Charles D. Freeman & Co.—you are speaking of cotton merchants?

The CHAIRMAN. Yes, sir. Are all those firms members of the New York Cotton Exchange?

Mr. BALDWIN. At least some of the members of the copartnerships are members of the Exchange, whether they all are, I do not know.

The CHAIRMAN. How many of them deal to any considerable extent in spot cotton?

Mr. BALDWIN. I think they are all of them spot-cotton merchants, and I have no doubt they carry accounts for customers, but the extent I do not know and never inquired into.

The CHAIRMAN. Do you remember about March, 1910, about the time this agreement was formed between certain cotton bulls and cotton spinners—you have heard of that agreement?

Mr. BALDWIN. I have heard of it.

The CHAIRMAN. Do you know on which side of the cotton market these different gentlemen you represent were at that time?

Mr. BALDWIN. I think some of them were—I can not answer that with any degree of accuracy at the present. I think that they all had long and short accounts, but the extent I do not know.

The CHAIRMAN. Did you have any information at that time as to whether they were short?

Mr. BALDWIN. You mean in March?

The CHAIRMAN. March or April?

Mr. BALDWIN. If you come down to April—

The CHAIRMAN. Or in May, about the time that the first indictment was made?

Mr. BALDWIN. I can tell you only in a desultory way. I think most of the firms had short accounts, but to what extent I do not know, and they may have had long accounts, but I do not know; I never inquired into that.

The CHAIRMAN. Did you have any information at that time with reference to their being short of the market, having any short accounts?

Mr. BALDWIN. Not at that time.

The CHAIRMAN. At the time of the first indictment of the cotton bulls?

Mr. BALDWIN. If you will give me the date of that indictment.

The CHAIRMAN. Say May or June, 1910; either May or June, I do not know which; probably May.

Mr. BALDWIN. I think that Craig & Jenks had short contracts. Mark me, I do not know anything of my own knowledge.

The CHAIRMAN. I am only asking for information. At that time those who were short of the market were considerably agitated—

Mr. BALDWIN. Not that I know of.

The CHAIRMAN (continuing). About the prospect of this combination boosting the price of cotton.

Mr. BALDWIN. So far as I know they were not agitated a bit.

Mr. WISE. The indictment was found about the middle of June.

The CHAIRMAN. Were you representing Craig & Jenks at that time?

Mr. BALDWIN. Yes, sir.

The CHAIRMAN. Did you have any conference with them with respect to these indictments or the prospect of securing indictments against these cotton bulls?

Mr. BALDWIN. Mr. Chairman, in the early part, about the 18th of April, the United States district attorney issued subpoenas duces tecum and served them upon a large number of cotton brokers on New York, and among those served at that time were McFadden Bros. and Craig & Jenks, and, I think, Charles D. Freeman & Co. at the same time, but I am not sure. That was on the 18th of April, and up to that time I never had any talk with any of them.

The CHAIRMAN. About the 18th of April, or immediately subsequent to that time, did you see a copy of this agreement between these cotton bulls and certain spinners of the South?

Mr. BALDWIN. I think on the 19th of April I saw it for the first time. That was the day after the subpoena duces tecum was served.

The CHAIRMAN. Had you heard of any such agreement prior to that time, the 18th of April?

Mr. BALDWIN. I had heard of it in this way: The firm of Evans R. Dick & Co., a large cotton firm in New York, over the signature of Mr. Dick, had published in the papers something about the cotton situation and, if I recollect correctly, there was an intimation in his public statement that there was some such agreement to that effect, but up until the 18th, I think it was, of April I had never even heard of it, excepting in a desultory way.

The CHAIRMAN. From what source did you procure a copy of that contract?

Mr. BALDWIN. I never procured a copy of the contract.

The CHAIRMAN. In whose possession was it when you were permitted to see it?

Mr. BALDWIN. It was among the papers which Craig & Jenks were subpoenaed to produce before the Federal grand jury in New York.

The CHAIRMAN. Do you know where Craig & Jenks got that contract or that copy?

Mr. BALDWIN. No. I will qualify that. I know in this way. There was some correspondence between Craig & Jenks and a man by the name of Tanner, doing business under the name of some mill in South Carolina or North Carolina.

The CHAIRMAN. You understood then that they had gotten a copy of the contract from him?

Mr. BALDWIN. A copy of the contract. It was not signed when I saw it; it was simply a typewritten alleged contract signed by no person and not dated.

The CHAIRMAN. Do you know who first called the attention of the Department of Justice to the existence of a contract of that kind?

Mr. BALDWIN. I do not know.

The CHAIRMAN. Did you ever have any information?

Mr. BALDWIN. I never had.

The CHAIRMAN. Do you know Mr. Tanner?

Mr. BALDWIN. I met him once.

The CHAIRMAN. When did you meet him?

Mr. BALDWIN. On the 29th of April.

The CHAIRMAN. Where?

Mr. BALDWIN. At the office of Craig & Jenks, in New York.

The CHAIRMAN. Did you have a conversation with him that day?

Mr. BALDWIN. Yes, sir.

The CHAIRMAN. What was the nature of that conversation?

Mr. BALDWIN. Well, in order to intelligently state it, I will have to state what went before.

The CHAIRMAN. We will be obliged if you will.

Mr. BALDWIN. On the 18th day of April, as I said before, the subpoenas were served upon these clients of mine, and, among others, Craig & Jenks. They were omnibus subpoenas, and among other thing provided that they should produce certain letters and copies of agreements which related to the segregation of a large amount of cotton not to be delivered in New York. The subpoena did not state that, but it related to the agreement you have spoken of here. Mr. Craig came over to my office and wanted to know whether he would have to obey that subpoena. I told him he would. He said that it was an embarrassing thing for him to do, because the correspondence between Mr. Tanner and himself, so far as the letter was concerned, was not to be used, and the copy of the agreement which he had was only a copy and he did not know who were the signers, only in a general way, but nevertheless he had gotten it from Tanner and he did not want to produce it because it might involve Tanner in some difficulty if it went before the grand jury. I told him that that did not make any difference; that the grand jury had the right to subpoena him, and that unless he wished to be in contempt he must answer it.

I went up to see the special deputy attorney general who had charge of the matter—I think, Mr. McKercher. In the meantime I had talked over the phone with the other clients, and they all were required to be there practically at the same time, and to be there at the time on the 19th of April when it would be the active time upon the exchange. I had a twofold purpose in going up. One was to arrange for each one to appear, so that he could attend to his business and not be held outside the grand jury room for an interminable length of time, and the other was to persuade Mr. McKercher not to compel Mr. Craig to produce that if by any possible way he could avoid it, because Mr. Craig felt considerable compunction about having the private correspondence brought out or into that grand jury investigation. I went up to see Mr. McKercher. He said that he would have to produce it, and the only thing he could do was to facilitate the time. So he set the time, my recollection is, for Mr.

Craig at 11 o'clock the following morning, and he said that if Mr. Craig would produce all he had Mr. Jenks would not have to come. At the same time I arranged for Mr. Gwathomey, who was likewise subpoenaed, to produce whatever he had, and who was a member of McFadden Bros., to testify, and possibly I arranged for some member of the firm of Freeman & Co.

In pursuance to the talk with Mr. McKercher, on the following day, Mr. Craig took up all his correspondence. Now, a number of days, perhaps 8 or 10 days—the papers were full of this investigation and it was a matter of general knowledge that the Government was seeking an indictment for an alleged violation of the Sherman law—on the 28th or 29th of April, Mr. Roadstrum, who was also one of the investigators of the Department of Justice, not connected with Mr. Wise's office, called me up on the phone and wanted me to come and see him. I went up to see him, and he told me the testimony that had been produced by the various witnesses and particularly this private correspondence of Mr. Craig's office had shown that Mr. Tanner was no doubt guilty, if there was any guilt on any person's part, but that he seemed to be an unwilling member or participant in that agreement if he had ever signed it, and he wanted to know if I had any connection with him. I told him no, that I did not, and had never seen him, but that I understood that he lived down in South or North Carolina. He wanted to know if I could get into communication with him, and I told him that I had only one way and that I would call up Mr. Craig, that I understood he was a correspondent of Craig & Jenks, and find out from them. I asked him what the purpose of it was. "Well," he said, "we feel that we would be an acceptable Government witness. He is evidently an unwilling member to this alleged agreement anyhow, and if he is willing to state the truth about it, and the entire truth, why the Government would be glad to use him as a Government witness." I said, "What do you want me to do?" "Well," he said, "if you can get in contact or communication with him, you can state what I have said." I said, "Do you want me to act as messenger?" He said, "Well, I suppose that is about it." I said, "Very well; I do not see how I have any particular interest in it, but if you wish me to do it, I will see what I can do." I went back to my office and called up Mr. Craig and asked him where I could get into communication with Mr. Tanner. I did not state to Mr. Craig the purpose of it nor disclose any information that I had. "Why," he said, "Tanner arrived here this morning, or the day before." I have forgotten which. I said, "I have had a talk with Mr. Roadstrum, and if you can arrange it I would like to have a talk with Mr. Tanner." He said, "Very well; Tanner will probably be in before the exchange closes, and I will tell him to meet you at my office." At 4 o'clock, I should say, he telephoned me and said that Tanner was at his office. I went down and we were in Mr. Craig's private office, and I stated to Mr. Tanner the substance of the conversation I had had with Mr. Roadstrum.

The CHAIRMAN. Have you ever seen the affidavit made by Mr. Tanner?

Mr. BALDWIN. I have, a number of times, and I replied to it in public print.

The CHAIRMAN. This affidavit says:

That the said W. R. Craig then stated to said Baldwin that he (Craig) desired Baldwin to state fully all matters in connection with the said grand jury investigation, and the use of the communications by said Craig; that thereupon said Baldwin stated to deponent that he represented said Craig & Jenks and several other cotton firms; that upon receipt of information from his clients above stated, the said clients have been subpoenaed to appear before the Federal grand jury and present all papers that they had in connection with the alleged contract executed between certain southern mills and Hayne and Brown and others.

Do you know whether Mr. Craig made that statement or not?

Mr. BALDWIN. I have no recollection of making any such statement.

The CHAIRMAN. Did you make the statement:

That, upon receipt of information from his clients above stated, the said clients have been subpoenaed to appear before the Federal grand jury—

Mr. BALDWIN. I think in the latter part of the conversation between Mr. Craig and Mr. Tanner and myself I said precisely that Craig & Jenks had been subpoenaed to produce books and papers; but that was not the opening of the conversation by any means.

The CHAIRMAN (reading):

Said Baldwin stated that he had advised his clients that they must produce the said papers and submit them to the grand jury.

That is your statement now?

Mr. BALDWIN. Yes, sir.

The CHAIRMAN (reading):

That the said Baldwin then proceeded to state to deponent that the proceedings pending were very serious proceedings, and involved very serious results to deponent and others who, it was alleged, had made a contract with said Brown and Hayne.

Did you impress upon him the seriousness of that proceeding?

Mr. BALDWIN. Not that way; no, sir.

The CHAIRMAN. What did you tell him?

Mr. BALDWIN. If you will proceed with your categorical questions I will answer them first and then I will tell you the story.

The CHAIRMAN. What did you say to Tanner about the nature of the proceedings—the seriousness of the proceedings?

Mr. BALDWIN. Mr. Craig introduced me to Mr. Tanner. Whether Mr. Craig had intimated to him that I wanted to speak to him, by reason of the conversation I had had with Mr. Roadstrum, I do not know. Mr. Tanner seemed to have an idea that I had something to say to him with reference to the cotton investigation; and as near as I can recollect it started off something in this way: I said, "Mr. Tanner, I have asked to meet you here to-day because I have a message to convey to you," and I said, "I assume that you know what has been going on before the grand jury, because it has been a matter of public print, and that a large number of cotton men have been subpoenaed to appear before that grand jury." "Yes," he said, "I know that."

Now, I said, "Yesterday Mr. Roadstrum, who is connected with the Department of Justice, wanted me to have a talk with you, and the substance of what he said to me to be conveyed to you was precisely this: Mr. Craig, in pursuance of the subpoena, has produced your letters and correspondence, and a copy of this alleged agreement, and Mr. Roadstrum stated that he believed that you were an un-

willing member of that alleged agreement, and, that being true, he thought you might be available as a Government witness, and that if you were inclined to go before the grand jury and tell what you knew, tell the truth about that agreement, that they would be glad to use you as a Government witness." Mr. Tanner said, "Does that mean that I will not be prosecuted?" I said, "Certainly." He said, "Well, supposing I do not do it, then what?" I said, "Well, assuming that the Government has got a case, and assuming that this agreement is in violation of the Sherman antitrust law, the probabilities are that they would indict you." "Well," he said, "then what?" "Well," I said, "you live down in the South; it would mean that after they indicted you they would issue a warrant on that indictment, send it to the United States marshal of your district, and arrest you before some committing magistrate and take you before the United States district judge and remove you for trial to New York." "Well," he said, "would I have to come and go to jail?" "Well," I said, "you could give bail there for your appearance here (meaning New York), but you would have to come when the trial was called." And he said, "How long before that case would be tried?" "Well," I said, "I have not the slightest idea about that; it would depend upon what the Government would want to do about trying it." I said, "It is now April; the probabilities are that that case could not possibly be reached very soon or before the fall, and it might not be tried then, as it is a busy office." "Well, now," he said, "that would mean that if I did that I would be going back on my friends." I did not answer that. He turned around to Mr. Craig, and he called him by name; he said, "Will, what do you think about that?" Craig's answer was that it was a matter which he must decide for himself. "Well," he said, "I am not conscious of ever having committed a wrong, and our lawyers down there tell us that it is not a violation of the law, and I do not think I would be justified in turning against my associates, even if it were true." He then turned around to Craig and said, "Mr. Craig, if you were in my place, what would you do?" Mr. Craig said, "Mr. Tanner. I would take my gruel and stand by my friends," and he brought his fist down on the table with considerable emphasis.

The CHAIRMAN. Did you picture to Tanner the degradation and humiliation that would fall upon him in the event that he was prosecuted and punished?

Mr. BALDWIN. The degradation and humiliation?

The CHAIRMAN. Yes.

Mr. BALDWIN. I pointed out to him that it would mean a considerable expense to him to come up here and try the case, and he should consider that; he then asked me; he said, "What would you do?" I said, "Mr. Tanner. I am not your lawyer, and I am not speaking for Craig & Jenks; I have told you that I am a messenger; I would not know how to answer that question without taking into consideration many things; there is coupled with this the fact that if you are indicted it is a serious matter; whether they could ever convict you or not, I do not know, and it is not a matter of great consequence, because I am not interested one way or another, but it is a matter which you must determine upon your own conscience."

The CHAIRMAN. Did you make mention of the fact that you had been connected with the district attorney's office?

Mr. BALDWIN. Well, the conversation was somewhat extended, and I am only giving you my recollection condensed from the actual words. During the course of the conversation there came up the procedure: What would happen if the indictment was found? and he said, "Well, now, what could I do," or some words to that effect, "if I were indicted?" Mr. Craig then said, "Mr. Baldwin can tell you about that, because he used to be assistant United States attorney." I said, "Yes; that is true; I was up there six or seven years." I said, "If the indictment upon its face does not show a crime you could demur, or if it was improperly obtained, and you had the evidence of it, you could make a motion to quash upon a proper showing." In that way the statement was made that I was formerly United States attorney.

The CHAIRMAN. In that conversation did you make mention of the fact of the intimate relations existing between you and Mr. Wickersham?

Mr. BALDWIN. Absolutely not; I had not spoken with Mr. Wickersham; in fact, I had not seen Mr. Wickersham for a year and a half before that.

The CHAIRMAN. And you did not use Mr. Wickersham's name in that conversation?

Mr. BALDWIN. Absolutely not; you can take it as emphatic from me as it can possibly be made.

The CHAIRMAN. I understand you did not state to him that Attorney General Wickersham felt disposed to be lenient toward him?

Mr. BALDWIN. I never mentioned the fact. I may have said in the conversation that Mr. Roadstrum had said he did not think he was a willing party to the agreement, or something of that kind.

The CHAIRMAN. And you did not say to him that you were authorized by Mr. Wickersham to say to him that if he would tell all he knew in connection with the said agreement that you were authorized to guarantee him immunity?

Mr. BALDWIN. No; I told him what Mr. Roadstrum had said. I never talked with Mr. Wickersham on the subject, or anybody else connected with the office, except Mr. McKercher or Mr. Roadstrum.

The CHAIRMAN. In that conversation was there anything said between Tanner and Mr. Craig about Craig & Jenks having betrayed his confidence?

Mr. BALDWIN. Not the slightest suggestion.

The CHAIRMAN. In that connection, or in any other connection, did you advise him to have a conference with Mr. Hayne and tell Hayne how and why Tanner was the victim of misplaced confidence?

Mr. BALDWIN. Did I ever make such a statement?

The CHAIRMAN. Yes; did you suggest to him in that conversation to have an interview with Mr. Hayne?

Mr. BALDWIN. Never. I never spoke to him about going to see Mr. Hayne about anything. I think he said during the course of the conversation, that he thought he ought to go to talk with Mr. Hayne, and I think that Mr. Craig thought that was a good thing. I think he made the suggestion that he wanted to talk with him.

The CHAIRMAN. Well, according to your recollection, did Mr. Craig say to Mr. Tanner, in substance, anything like this, or say to you:

Mr. Baldwin, I indorse every word Mr. Tanner has said, and believe the proper solution of our unfortunate circumstances is to arrange at a mutually

convenient time for a conference between Frank Hayne, Tanner, and myself, to acquaint Mr. Hayne with all the circumstances in connection with this matter.

That deponent then said, in effect :

Mr. Craig, your suggestion appeals very favorably to me. All that I want to do is to avoid being placed in the attitude of a traitor, and if you will agree to a conference between Mr. Hayne, yourself, and myself, to be held at the earliest moment, it can be arranged for, it will relieve me very much.

Mr. BALDWIN. There never was the word "traitor" used or any suggestion of any word that would indicate that that was an idea that either had in their minds. There may have been some conversation about Tanner seeing Hayne and telling him just how Mr. Craig was subpoenaed to produce those documents; I am rather inclined to think there was something about that, but it never went to the length as suggested in that affidavit. The word or idea of traitor was not used by anybody.

The CHAIRMAN. In this affidavit of Mr. Tanner's occurs this statement :

Deponent further states that the efforts of the said Baldwin thereafter were to prevent him (deponent) from telling deponent's associates about the correspondence and communications between deponent and said Craig and Jenks; and that said Baldwin told deponent that to communicate to said Frank B. Hayne what had been taking place between deponent and said Craig and Jenks would place said Craig and Jenks in an embarrassing position and would do no good.

Mr. BALDWIN. Absolutely untrue.

The CHAIRMAN (reading) :

That deponent then turned to said Craig and asked if he (Craig) had shown a copy of the said alleged contract to any one, to which said Craig replied, after some hesitation, that he (Craig) had shown it to three or four intimate friends.

Was there any such conversation between Tanner and Craig at that time in regard to whether or not Craig had shown these confidential communications?

Mr. BALDWIN. Yes; there was conversation to this effect. There was a letter which inclosed this alleged agreement and which had been submitted to the grand jury. That letter contained an inhibition to use the letter, but that he could use the agreement—that is, Craig and Jenks could use the agreement—and then in the conversation he said that he had shown the agreement, not the letter, to two or three of his friends on the Exchange.

The CHAIRMAN. Was he asked the question as to whether or not he had shown it to McFadden?

Mr. BALDWIN. That question was not asked; it was not asked to whom he had shown it nor was it stated to whom he had shown it. I will say, furthermore, that now I do not know to whom it was shown.

The CHAIRMAN. Did Mr. Tanner say:

I see that one David H. Miller is very active in his assertions that he has a copy of the contract in his possession?

Mr. BALDWIN. Mr. Miller's name was not mentioned.

The CHAIRMAN (reading) :

Did you show him a copy? To which said Craig replied, "Yes, I did."

Who is Mr. Miller?

Mr. BALDWIN. Mr. Miller is a member of the New York Cotton Exchange.

The CHAIRMAN. Is he a client of yours in any way?

Mr. BALDWIN. Yes; he was a client of ours a long while ago; our firm were the attorneys for the trustees of Daniel J. Sully, when he went into bankruptcy, and Mr. Miller was one of those trustees, appointed by the district court.

The CHAIRMAN. What is the firm with which Mr. Miller is connected?

Mr. BALDWIN. I think Mr. Miller is simply a trader; I think he has no firm; he has no clientage or anything of that kind, he is just simply a trader.

The CHAIRMAN. Do you know how much Craig and Jenks were short as a result of this agreement?

Mr. BALDWIN. I have not the slightest idea.

The CHAIRMAN. Did you ever hear any statement made as to the amount that they were short?

Mr. BALDWIN. No; I never did, except that I saw published in the papers that in the month of May they delivered quite a number of thousands of bales of cotton, and I think during the time that I was on my summer vacation I read that they delivered a large number of bales in the month of July.

The CHAIRMAN. Did you ever have any information, or was the statement made, that they were short something like 100,000 or 130,000 bales?

Mr. BALDWIN. I may have seen it.

The CHAIRMAN. You do not know whether it is true or not?

Mr. BALDWIN. I have not the slightest idea.

The CHAIRMAN. Do you know whether or not McFadden & Co. were short at that time?

Mr. BALDWIN. Well, yes; I know they were short.

The CHAIRMAN. As a result of this agreement, were they under obligations to deliver a considerable quantity of cotton to Brown & Hayne?

Mr. BALDWIN. That I do not know.

The CHAIRMAN. Thompson and these others?

Mr. BALDWIN. That I do not know. Of course, Mr. Chairman, you understand that the McFaddens are probably the largest dealers in cotton in the world, and they deliver to customers all over the world and they might have all kinds of commitments and I would not know it. The only time they ever consult me is when they have any legal business—questions of breaches of contract or trouble growing out of chartering vessels to deliver their cotton at the various ports of the world where they are required to do so. You see, they furnish spinners all over the world, but I never had a talk with the McFaddens about what their commitments were; I never considered it any of my business. I always simply took into consideration that which was referred to me for legal action.

The CHAIRMAN. Do you have any information as to what members of the New York Cotton Exchange were caught short at the time of this bull pool or corner, or whatever you may choose to call it?

Mr. BALDWIN. Why, I only have the same knowledge that almost any person has who is at all interested in the cotton market of New York. Now, the statistics will clearly show all deliveries, and I would only hazard the same guess that you would if you had picked up the

paper and seen what the deliveries were. I have not the slightest first-hand knowledge on the subject.

The CHAIRMAN. Have you any information leading to the conclusion or suggestion that a lot of these cotton brokers, who were on the bear side at that time, got caught in this squeeze and then squealed to the Government to aid them—

Mr. BALDWIN. I do not know of it.

The CHAIRMAN (continuing). To secure indictments against these cotton men?

Mr. BALDWIN. I have seen the published accusations of Mr. Hayne and others, but I never heard it suggested, as far as my own clients are concerned; they were all able and did deliver, as far as I know, every commitment they had, and since they are all cotton merchants and all in good standing I assume that they were able to take care of all their commitments.

The CHAIRMAN. I have seen it frequently stated in the public prints, as coming from Hayne and others—

Mr. BALDWIN (interposing). I know they have accused everybody.

The CHAIRMAN (continuing). That a good many of the bears were caught short.

Mr. BALDWIN. Of course.

The CHAIRMAN. That the cotton was not in New York in sufficient quantity to enable them to comply with their contracts?

Mr. BALDWIN. Of course not.

The CHAIRMAN. And as a result there was a very marked increase in price, and—

Mr. BALDWIN (interposing). On the contrary—

The CHAIRMAN (continuing). They got sore, or a good many of those bears got sore over the situation, and in order to relieve themselves had the Government come to their assistance?

Mr. BALDWIN. Well, that is the accusation, but I do not believe a word of it.

The CHAIRMAN. You are not advised of any facts that would tend to justify that charge?

Mr. BALDWIN. Not the slightest.

The CHAIRMAN. Did you have an interview with the Attorney General in regard to the matter at all?

Mr. BALDWIN. Never. You mean, now, Mr. Wickersha himself?

The CHAIRMAN. Yes.

Mr. BALDWIN. Never.

The CHAIRMAN. Did you ever have an interview with anybody else representing the department besides Mr. Roadstrum?

Mr. BALDWIN. Mr. McKercher and Mr. Roadstrum.

The CHAIRMAN. What connection did or does Mr. Henry W. Taft have with the New York Cotton Exchange?

Mr. BALDWIN. He succeeded me as counsel.

The CHAIRMAN. Did you ever have any conferences with him in regard to this matter?

Mr. BALDWIN. Never.

The CHAIRMAN. Did you have any conferences or interviews or consultations with the district attorney, or with any one connected with his office outside of the gentlemen you have named?

Mr. BALDWIN. I never had any talk with Mr. Wise, but, I think, at some time before the indictments were handed up I may have casu-

ally asked some of the assistants up there if any indictments were found, but it was a casual question. I have a lot of business up in that office, or, I mean to say, in those courts, but this was simply a casual question; I have no recollection that I did that, but I may have done it.

The CHAIRMAN. I believe you stated you have no personal knowledge as to the side of the market that these different people were on at that time?

Mr. BALDWIN. Absolutely none.

The CHAIRMAN. Mr. Tanner, I believe, was not finally indicted?

Mr. BALDWIN. I do not believe he was; I never saw the indictment in this case; long after the indictment, just as a matter of curiosity to know what was the charge, I think I got a copy somewhere of the substance of the charge, but I have no recollection whatsoever of ever seeing the names, except as they appeared in public print; but I do not believe he was ever indicted. The district attorney can tell you about that.

The CHAIRMAN. The final result of your interview was that he declared he would not become a witness for the Government in order to secure immunity?

Mr. BALDWIN. He did not state what he was going to do; he did not tell me that he would or would not; that was the last I ever saw of him, and I got the strong impression that he did not intend to do it and, I think, the following day I reported to Mr. Roadstrum that I had not heard from Mr. Tanner since I talked with him, but I did not think he would be a Government witness.

The CHAIRMAN. I may have asked you the question already, but do you know whether Craig & Jenks, directly or indirectly, supplied the Department of Justice or any of its representatives with a copy of the agreement?

Mr. BALDWIN. You mean before the subpoenas?

The CHAIRMAN. Yes; or gave information as to the existence of such an agreement?

Mr. BALDWIN. Of course, I can only give you my belief. I am as sure as I can be of anything that would not be first-hand knowledge that they never did.

The CHAIRMAN. Have you ever had any information——

Mr. BALDWIN (interposing). I am so assured, I may say, by every member of that firm that they never did.

The CHAIRMAN. Have you had any information at any time tending to indicate that any of the other of the cotton bears on the New York market were instrumental in giving the Government information in regard to this agreement?

Mr. BALDWIN. Well, I only know what I saw in public print. If you had lived in New York at that time you would have had that question before you in almost every morning's paper for quite a while; it was continually asserted, by friends of what you call the bulls, that there were cotton brokers that had done so, but I do not think they ever went so far as to put in the public print who they were; they were timid, or wise enough, perhaps, not to go to the extent of a public libel.

The CHAIRMAN. You have no information?

Mr. BALDWIN. Absolutely none.

The CHAIRMAN. On the subject at all?

Mr. BALDWIN. Absolutely none.

The CHAIRMAN. So far as your knowledge goes, the information was not supplied by any of the firms with which you are now connected?

Mr. BALDWIN. So far as my knowledge goes. I can go even a step further and say I have the strongest kind of belief, growing out of the relations of client and attorney, that none of them did.

The CHAIRMAN. You say you have made a reply to this affidavit made by Tanner?

Mr. BALDWIN. I was interviewed, when that came out, by a reporter on the Times, and I stated the facts, not so lengthy as I have stated them here, but I denied absolutely the things that I have denied here and stated in a short way just what happened.

The CHAIRMAN. Could you, conveniently, procure a copy of that interview?

Mr. BALDWIN. No. I do not subscribe for press clippings, for I do not care anything about them.

The CHAIRMAN. I would like to incorporate in the record this affidavit made by Mr. Tanner, and if you care to do so, you may have that interview incorporated to go in immediately after this affidavit.

Mr. BALDWIN. I have no interest in the affidavit; I can only tell you my recollection of the facts, and beyond that I do not think I am called upon to do anything.

The CHAIRMAN. You have been very kind in doing that, and we are obliged to you for your courtesy and kindness.

Mr. BALDWIN. I understand you have now finished with me?

The CHAIRMAN. Yes.

(The affidavit referred to is as follows:)

STATE OF ALABAMA, County of Montgomery:

Personally appeared before me W. H. Kohn, notary public for said county, an officer duly authorized by the laws of said State to administer affidavits, the undersigned W. B. Tanner, who being duly sworn, deposes and says as follows:

That he is treasurer of the Montgomery Cotton Mills, a corporation created under the laws of Alabama and doing business in the city of Montgomery, in said State; that for some time prior to March 7, 1910, he had had business transactions with the firm of Craig & Jenks, cotton commission merchants in the city of New York; that these transactions had been of a confidential nature, in which deponent reposed confidence in the said Craig & Jenks, receiving from and giving to them information and advice as to market and trade conditions and as to the cotton situation generally; that he regarded said firm of Craig & Jenks as his confidential advisers in cotton matters, and advised with them freely from time to time in this relation, and has done so for a number of years.

That on or about the 1st of March, 1910, deponent was approached with a view of acting in cooperation with other spinners in the South and purchasing cotton on the New York Cotton Exchange; that it was explained to him that the purpose of these purchases was to prevent manipulation of the market and to steady the market at a price which seemed legitimate, based upon the law of supply and demand, and less than the price at which he could then secure spot cotton in the South, it being intended and so agreed that the various mills so purchasing cotton for their own accounts would in each case actually receive and take up the cotton on the New York Cotton Exchange and ship it to their respective mills for use in consumption.

That after some consultation with others, including other officers of deponent's corporation, deponent was favorably inclined toward this suggestion, believing that it would have the effect of steadying the market for cotton and have a beneficial effect in like manner upon the cotton-goods market, which had been very dull; that deponent knew from information given to him by others, especially agents of mills in New York and elsewhere, that buyers of cotton goods were very indisposed to purchase for fear that there might be

manipulation of cotton prices on the New York Cotton Exchange, thus forcing a decline in said cotton prices and a consequent decline in cotton-goods prices; that deponent believed as a matter of fact that the demoralization prevailing in cotton-goods prices on or about March 1, 1910, and for nearly two months previous thereto, had been due to the serious manipulation of cotton on the New York Cotton Exchange in January, 1910, and the serious declines which had occurred in the price of cotton contracts on the said exchange at that time; that as stated deponent consulted with the other officers of deponent's corporation, and with the view of securing further information as to the probable effect of the said proposed purchases on the New York Cotton Exchange and the possible effect upon the prices of goods, and with the view of securing the confidential advice of the firm with which he had previously done business in the manners above referred to, deponent on March 7, 1910, wrote a letter to the said Craig & Jenks, a copy of which is hereto attached and marked "Exhibit A," which said letter fully explains the purposes and intents of deponent and others in the matter of the proposed purchase of contracts on the New York Cotton Exchange as above referred to.

That on March 14, 1910, deponent received from said Craig & Jenks a letter under date of March 10, 1910, addressed to deponent as secretary and treasurer of the Montgomery Cotton Mills, Montgomery, Ala., copy of which letter is hereto attached and marked "Exhibit B;" that in response to said letter from Craig & Jenks, deponent on March 14, 1910, wrote a letter to said Craig & Jenks, copy of which is hereto attached and marked "Exhibit C;" that accompanying said letter deponent inclosed a copy of the contract referred to in said letters, the execution of which had been suggested, and so far as deponent now knows the said copy of such contract, and a copy of the proposed amendment thereto, which was also inclosed in deponent's letter of March 14, 1910, are now in the possession of the said Craig & Jenks, and have been since the receipt by them of deponent's said letter of March 14, 1910.

That on March 21, 1910, deponent received at Montgomery, Ala., a letter under date of March 18, 1910, from said Craig & Jenks, a copy of which is hereto attached and marked "Exhibit D"; and on March 21, 1910, deponent answered the said letter from Craig & Jenks by a letter, copy of which is hereto attached and marked "Exhibit E"; that on March 17, 1910, deponent received a telegram from said Craig & Jenks, a copy of which is hereto attached and marked "Exhibit F"; that on March 18, 1910, he received a telegram from said Craig & Jenks under date of March 18, 1910, a copy of which is hereto attached and marked "Exhibit G," and on March 18, 1910, deponent received a further telegram from said Craig & Jenks, a copy of which is hereto attached and marked "Exhibit H"; that on March 18, 1910, deponent sent a telegram to said Craig & Jenks, a copy of which is hereto attached and marked "Exhibit I," and on same date received a further telegram from said Craig & Jenks, copy of which is hereto attached and marked "Exhibit J," and on same date deponent replied by telegram, copy of which is hereto attached and marked "Exhibit K"; that thereafter, on April 6, 1910, deponent received from said Craig & Jenks a telegram, a copy of which is hereto attached and marked "Exhibit L," to which he replied on April 6, 1910, by telegram, copy of which is hereto attached and marked "Exhibit M"; that on April 6, 1910, deponent further telegraphed to said Craig & Jenks, copy of which telegram is hereto attached and marked "Exhibit N," in reply to which deponent received a letter from said Craig & Jenks under date of April 6, 1910, copy of which is hereto attached and marked "Exhibit O," and also received a telegram under date of April 7, 1910, from said Craig & Jenks, copy of which is hereto attached and marked "Exhibit P"; that on April 7, 1910, deponent wrote to said Craig & Jenks, copy of which letter is hereto attached and marked "Exhibit O," to which he received a reply under date of April 14, 1910, by letter, from said Craig & Jenks, copy of which is hereto attached and marked "Exhibit R"; that on April 16, 1910, deponent received a further telegram from said Craig & Jenks, copy of which is hereto attached and marked "Exhibit S," to which deponent replied by telegram under date of April 16, 1910, copy of which is hereto attached and marked "Exhibit T"; that on April 18, 1910, deponent received a telegram from said Craig & Jenks, copy of which is hereto attached and marked "Exhibit U."

That each page of the exhibits above referred to is signed by deponent with his initials.

That after receipt of said telegram of April 18, 1910, marked "Exhibit U," and pursuant to the request contained in telegram of April 16, 1910, from said Craig & Jenks, deponent left Montgomery, Ala., on April 27, 1910, with a view

of going on to New York and talking with the said Craig & Jenks in reference to the various communications which had passed between them, and the use which they proposed or desired to make of the said communications and the copies of contracts which had been inclosed therein to said Craig & Jenks.

That on the morning of April 29, 1910, deponent went to the office of said Craig & Jenks and saw W. R. Craig of said firm; that deponent was alone with said W. R. Craig in said Craig's private office in the office of Craig & Jenks, in the city of New York; that deponent stated to said W. R. Craig that he (deponent) wished to be fully advised as to the proposed uses to be made of the communications between deponent and said Craig & Jenks, and the copies of contracts which had been forwarded to them; that said W. R. Craig then stated that he would much prefer that his attorney should come to the office and explain to deponent fully all circumstances connected with the use of said communications and copies of contracts, and the necessities which existed for their submission to the grand jury in certain proceedings brought in the United States Federal court against Messrs. Hayne, Brown, and others; that said W. R. Craig then proposed without further communication with deponent to send for his attorney, and telephoned asking said attorney when it would be convenient for him to come to the office to meet the said Craig and deponent, he (Craig) telling the said attorney that deponent was in Craig's office and that he (Craig) desired the said attorney to tell deponent fully the facts with reference to the use of said communications and contracts; that an appointment was made for a meeting, as proposed above, at 2 o'clock on that date; that thereupon deponent left the office of the said W. R. Craig and returned to said office at about 2 o'clock for the purpose of keeping said appointment; that upon deponent's return to the office of said Craig the said W. R. Craig was there in company with a man introduced to deponent as "Mr. Baldwin," and as the attorney of said Craig & Jenks; that the said W. R. Craig then stated to said Baldwin that he (Craig) desired Baldwin to state fully all matters in connection with the said grand-jury investigation and the use of the communications by said Craig; that thereupon said Baldwin stated to deponent that he represented said Craig & Jenks and several other cotton firms; that upon receipt of information from his clients above stated the said clients had been subpoenaed to appear before the Federal grand jury and present all papers that they had in connection with the alleged contract executed between certain southern mills and Hayne and Brown and others; said Baldwin stated that he had advised his clients that they must produce the said papers and submit them to the grand jury; that the said Baldwin then proceeded to state to deponent that the proceedings pending were very serious proceedings and involved very serious results to deponent and others who it was alleged had made a contract with said Brown and Hayne, that the result of said proceedings would be the imprisonment and fine of those connected with said contract, and that there would be to such parties very serious inconvenience as a result of said imprisonment and fine; that said Baldwin pictured in very strong terms all the degradation and humiliation that would fall upon deponent and others and upon deponents' family as the result of said prosecution and punishment; that after speaking at some length and in extreme terms upon these lines said Baldwin then stated that he (Baldwin) had been previously, for seven years, an assistant in the office of the United States district attorney, occupying the same position as that now occupied by the attorney conducting the investigation of these proceedings; that his (Baldwin's) relations with said office of district attorney and with Attorney General Wickersham were very intimate; that he (Baldwin) knew said Attorney General Wickersham intimately, and that Attorney General Wickersham was in possession of the name of deponent in connection with the alleged contract above referred to; that said Attorney General Wickersham felt disposed to be lenient toward deponent, and had therefore authorized him, the said Baldwin, to say to deponent that if deponent would tell all that he knew in connection with the said alleged agreement, that he (Baldwin) was authorized to guarantee deponent immunity; that said Baldwin continued then to emphasize the serious embarrassment occurring to deponent if there should be a prosecution of him in connection with the said proceedings, and ended by asking said deponent, "What, now, is your conclusion?" That thereupon deponent said to Baldwin, "Do I understand that you suggest to me to turn what we call in our country 'State's evidence?'" and Baldwin replied, "Yes; and I want your conclusion."

That thereupon deponent said that his conscience was clear, that he had done nothing except what he thought he had a right to do and what he was advised

the best legal talent in deponent's section claimed was justifiable and legal and not in violation of any law, nor particularly of the Sherman antitrust law. That if, however, deponent had violated any law, he had done so unintentionally and was willing to accept the consequences of his act; that he was not willing to relieve himself at the expense of his associates, but was perfectly willing to share their fate consequent upon his and their acts; that he would not be willing to turn State's evidence, as suggested.

Deponent further states that said Baldwin thereupon renewed his expressions as to the disgrace and humiliation of a trial and conviction, to which deponent replied that neither he (Baldwin) nor any other man could frighten him (deponent) into doing anything which he did not believe to be right or his duty, and that he (deponent) was only in New York to carry out the purpose he had in coming there. Upon being asked by said Baldwin what were his purposes in coming to New York, deponent replied that it was his purpose to ascertain with certainty whether said Craig & Jenks had betrayed his confidence, and that if they had, he (deponent) felt that his duty was "as plain as his nose on his face." Said Baldwin thereupon asked what deponent felt to be his duty, to which deponent replied that if said Craig & Jenks had betrayed his confidence, he (deponent) felt it to be his duty to go to Mr. Frank B. Hayne (whom deponent knew well and who was prominently mentioned in connection with the proceedings above referred to) and tell the said Frank B. Hayne how and why he (deponent) was the victim of misplaced confidence.

The said W. R. Craig then said, in effect: "Mr. Baldwin, I indorse every word Mr. Tanner has said and believe the proper solution of our unfortunate circumstances is to arrange at a mutually convenient time for a conference between Frank Hayne, Tanner, and myself, to acquaint Mr. Hayne with all the circumstances in connection with this matter." That deponent then said, in effect: "Mr. Craig, your suggestion appeals very favorably to me. All that I want to do is to avoid being placed in the attitude of a traitor, and if you will agree to a conference between Mr. Hayne, yourself, and myself, to be held at the earliest moment it can be arranged for, it will relieve me very much."

That the said W. R. Craig then stated that he (Craig) had known said Frank B. Hayne for 20 years, but that he (Hayne) was now in an abnormal condition on account of the heavy strain he was carrying, and that he (Hayne) hardly spoke to Craig on the Cotton Exchange.

That deponent then stated to said Craig, in effect: "I am perfectly willing to go to Mr. Hayne in the effort to arrange this conference. You think about it to-night and I will see you in the morning and let's arrange for it, because I want to get rid of this matter and go home."

Deponent further states that said Baldwin then joined in the conversation and said, in effect: "If I were you I would do exactly as you have done. I have advised my clients that in the event of an indictment being found I have grave doubts about its holding water, and if I were you I would have nothing more to say to Mr. Hayne or to anybody else about this matter." That deponent replied to the effect that he hoped the suggestion of said Craig of a conference including Mr. Hayne would materialize; but that if it did not, he (deponent) would inform the said Frank B. Hayne of his (deponent's) unfortunate circumstances.

Deponent further states that the efforts of the said Baldwin thereafter were to prevent him (deponent) from telling deponent's associates about the correspondence and communications between deponent and said Craig & Jenks; and that said Baldwin told deponent that to communicate to said Frank B. Hayne what had been taking place between deponent and said Craig & Jenks would place said Craig & Jenks in an embarrassing position and would do no good.

That deponent then turned to said Craig and asked if he (Craig) had shown a copy of the said alleged contract to anyone, to which said Craig replied, after some hesitation, that he (Craig) had shown it to three or four intimate friends. That deponent then asked said Craig, "To whom have you shown it? Have you shown it to McFadden?" to which said Craig replied, "Yes." That deponent then stated, in effect, "I see that one David H. Miller is very active in his assertions that he has a copy of the contract in his possession. Did you show him a copy" to which said Craig replied, "Yes; I did."

That after some further talk between said Craig, Baldwin, and deponent as to what action deponent should take, deponent suggested that said Craig should think the matter over during the night and that he (deponent) should come to see Craig the next morning with a view of making an engagement to see said

Hayne in company with said Craig to explain to said Hayne all the communications which had passed between deponent and the said Craig & Jenks; that next morning deponent called at the office of said Craig, and being told that Craig was not in his office, but on the floor of the cotton exchange, deponent went over to the cotton exchange and saw said Craig, speaking to him in the smoking room attached to the exchange. That deponent asked said Craig what conclusion he had come to with regard to a conference with Mr. Hayne; that said Craig then stated to deponent, in effect, "Within 15 minutes after you left me yesterday I met Mr. E. Moore, senior member of the firm of Robert Moore & Co., who stated to me, 'These southern spinners are peculiar people. I had instructions from two of them to receive and ship to them 1,500 bales of cotton, 1,000 for one and 500 for another; now they say they want me to sell the cotton and not ship it to them.' Mr. Moore also told me that he had a copy of a signed contract between the spinners and Brown and Hayne in his office." Said Craig then told deponent that there were others who had copies of such contract and that there was no telling how many copies there were around town, and that there was no use of deponent and himself worrying themselves about the matter. That after a few minutes further general talk deponent left said Craig and sought out said Frank B. Hayne, whom he found on the floor of the cotton exchange; that he told said Hayne that he (deponent) wanted to speak to him on a matter of importance; that said Hayne stated that he was then very busy, but would make an appointment to meet deponent at 7 or 8 o'clock that evening at the Waldorf-Astoria. That deponent thereafter went to keep his appointment with said Frank B. Hayne, met him, and thereafter told him the facts above stated.

In conclusion, this deponent would reiterate that his communications with said Craig & Jenks had been made to them in confidence and based upon the confidential business relations which had existed between them previously; that he expected the said Craig & Jenks, and so expressed himself, to receive the said communication in absolute confidence, and that the purpose of his visit to New York was to ascertain fairly and fully whether or not his (deponent's) confidence had been betrayed; that after reaching the conclusion that said confidence had been betrayed, deponent felt it became his imperative duty to communicate the facts to said Frank B. Hayne, though it placed him in an embarrassing position.

W. B. TANNER.

Sworn to and subscribed before me this 7th day of May, 1910.

W. H. KOHN, *Notary Public*.

EXHIBIT A.

MARCH 7, 1910.

Messrs. CRAIG & JENKS,
New York City, N. Y.

GENTLEMEN: We have your wire of even date stating you have sold five July at 26. No strong opinion summer months account manipulation, but from tenor our letter presume we prefer selling in such case. The sale is all right, but please advise us promptly whenever you think we had best cover.

We assume you are aware—if you are not, please consider confidential what we say about it—that Messrs. Hayne and Brown and associates have made a proposition to the southern mills, which is now being circulated among the mills in the shape of a contract, and very likely will become a fixed contract between Messrs. Brown, Hayne, and associates and the southern mills.

The purpose of the contract in its last analysis is as follows: That Messrs. Brown, Hayne, and associates buy on the New York Exchange 300,000 to 400,000 bales of cotton for delivery March, April, May, June, July, and August at under 15 cents for joint account. Messrs. Brown, Hayne, and associates taking one half and the mills the other half, demanding, receiving, and shipping the cotton out of New York City.

Are yourselves one of Brown and Hayne's associates, or do you know who are their New York associates?

The mills will grab at anything that will give them relief, and in this contract they are represented by Messrs. Parker & Cannon, who enjoy the confidence of all the southern mills.

Mr. Hayne thinks that the purchase of 300,000 or 400,000 bales of cotton, demanding, receiving, and shipping the cotton out of New York City, will

greatly strengthen the entire surroundings, and it is quite likely that a sufficient number of southern mills will enter into this contract to absorb 150,000 to 200,000 bales, while Mr. Hayne and his associates are to absorb likewise amount.

We would like to have your opinion about this matter, and of course we do not know whether or not you are familiar with this movement or whether you are one of Mr. Hayne's associates.

The writer expects to see Mr. Hayne in New Orleans Thursday and get more detail information; meanwhile felt like he would like to submit the subject to yourselves, requesting your candid opinion about it.

We believe that the 300,000 or 400,000 bales will be subscribed for, but do not feel confident about it resulting in an increased demand for goods at prices in keeping with the value of raw material on account of the proximity of the planting and starting off of the new crop.

It is unusual for speculators in cotton to ask the cooperation and assistance of the mills, but, as already stated, we believe that the mills will take care of their share of this pool if doing so will improve and strengthen their surroundings, and are perfectly satisfied that their speculative associates are prepared to take care of their share of the cotton.

We feel confident the southern mills would be willing to take whatever amount of cotton is necessary to strengthen their surroundings if they knew that Mr. Hayne's associates included some of the strong firms in your city. This feature of the subject has not yet been made clear other than to Messrs. Parker & Cannon, as representatives of the southern mills.

The mills entering into this contract with Mr. Hayne and his associates are until November 1 prohibited from having any dealings of any nature with either of the three cotton exchanges.

We do not know anything about speculating in cotton and do not want to speculate, but have promised to participate in this movement when those concerned are ready to close it up and make it effective and binding.

Yours, truly,

MONTGOMERY COTTON MILLS.

EXHIBIT B.

NEW YORK, March 10, 1910.

MR. W. B. TANNER.

Secretary and treasurer Montgomery Cotton Mills, Montgomery, Ala.

DEAR SIR: We have your favor of March 7, contents of which have been noted with interest.

We had not heard of the proposition of Messrs. Brown & Hayne's southern mills, mentioned in your letter, but have been under the impression for some time that Messrs. Brown & Hayne and their associates in a speculative way have been scouring the earth to try to find some one to help them out of the hole they are now in in their speculative transactions. We are not in touch with these people, and in matters of this nature nothing is known by us, therefore we can only express opinions, which, of course, are without prejudice. Our idea is that Messrs. Brown & Hayne and their associates got landed with a very large amount of futures at very high prices and that their contracts now show them a heavy loss, and they would like the cooperation of anybody in the world who would help them out of this dilemma. They have been shipping cotton out of New York to Liverpool and wherever they could find a lodging place, apparently in the hope that it would create a scare on the part of shorts and thereby bring about a buying movement, resulting in higher prices. From the point of view of a southern cotton spinner, we think this is about the most far-fetched proposition that it has ever been our pleasure to see in print. In the first place, why should a southern spinner want to buy cotton in New York when he can buy it at southern points with shipment to his mill at a less price than he can accept it here and have it shipped to him? You may be assured, unless we miss our guess badly, that Messrs. Brown & Hayne and associates already have not only all their portion of the 300,000 to 400,000 bales in contemplation, but a great deal more, so that their play of futures that are now being bought for the innocent and helpless southern spinner.

In our experience of many years in cotton we have never yet seen a fictitious or uncommercial movement have anything but a temporary effect on the value

of cotton. It is true that they will make merchants lose money in their transactions, such as are contemplated in your letter, but ultimately some one else loses a great deal more. We regard the whole proposition as utterly footless, uncommercial, and highly speculative, and if we owned stock in a southern mill that would enter into a transaction of this nature, and our holdings amounted to anything, we should certainly see to it that the treasurer of the mill that entered into any such deal or combination was promptly fired from the corporation. The very idea of a spinner entering into cahoots with a lot of professional speculators is abhorrent to a conservative business man. As we understand it, the province of a cotton spinner is to make his money in the manufacture of cotton and not in an advance of the cotton market; that it is not his province to try to manipulate future markets or to have anything to do with them with that view in mind.

You ask in your letter, "please consider confidential" the contents of your letter, but we would consider it a great privilege if you would allow us to use your letter without even naming the point from which it comes or your name in any way.

What we have said above is exactly what we feel in the matter and is said without prejudice.

Yours, very truly,

CRAIG & JENKS.

P. S.—If the new crop has anything like a favorable outlook, we think cotton bought in New York around 15 cents will be a very poor purchase before the 1st day of August.

(Notation by the Mont. Mills:) Received March 14, 1910; answered March 14, 1910.

EXHIBIT C.

MARCH 14, 1910.

Messrs. CRAIG & JENKS, *New York, N. Y.*

GENTLEMEN: We have your favor of the 10th instant and appreciate all said, and are inclosing a copy of the contract we wrote about, also a copy of an amendment to same, all of which is, of course, in strict confidence. You will observe that the amendment fixes the price at 14½ cents, which is in lieu of 15 cents wherever and whenever mentioned in the original contract.

Our letter of March 7 stated that the writer expected to see Mr. Hayne in New Orleans last week. At that time we did not know Mr. Hayne was in New York City. The writer was in New Orleans last Thursday and Friday and had the pleasure of talking with several of the cotton people in that city, and found only one of the cotton firms who would express themselves as having any confidence in higher prices, and not a single one of these firms touched the subject of partnership between Messrs. Brown, Hayne, associates, and the southern mills. Some of these firms told the writer that Mr. Hayne had a good deal of spot cotton on New Orleans and was supposed to own large blocks of contracts.

We haven't gone into this pool, and it never did appeal to us, because we can not sell goods, but since we have sold 500 bales of July as a hedge, would it not be well for us to take 500 bales of May cotton at 14½ cents for our protection?

We do not know anything about speculating in cotton or anything else; all we know is that we can not sell our goods; believe that there will very soon be very much more idleness and curtailment than has been the case during or since the panic, therefore, thought it businesslike to hedge some of our cotton, which has since advanced considerably, and, of course, we do not want to increase the cost of our cotton because not to save our lives can we sell our product on the basis of cotton at 13½ cents per pound without sustaining a loss.

You have all there is about these contracts, and if you think we had better subscribe for 500 bales you can so wire us and we will act on your advice, so, under the terms of the contract, we could take these 500 bales during May and April and get you to sell them to some of the New England mills or deliver them against our five Julys if the market continues to advance; in other words, put yourselves in our shoes now, and especially concerning the five July shorts, and determine whether you would go into this thing or not to the extent of five Mays and Aprils for the purpose of protecting our five July shorts.

We don't know what to say about your request to use our letter without even naming the place from which it comes or our name in any way. We do

not want to act in bad faith with anybody. We are simply at sea without a compass; absolutely lost; don't know which way to turn.

We hope that the copies of these contracts will serve your purpose you had in mind to use our letter, as we do not want anyone to know that we have written you about this subject, and especially that we have furnished you with these copies of the contract.

We don't see how cotton can be advanced without forcing more mills to idleness and short time than are already idle and on short time.

Yours, truly,

MONTGOMERY COTTON MILLS.

EXHIBIT D.

NEW YORK, March 18, 1910.

MONTGOMERY COTTON MILLS, *Montgomery, Ala.*

DEAR SIRS: Your favor of 14th instant has been received and noted with interest, and we appreciate very much indeed that kindness and consideration you have shown us in writing us so frankly in regard to the subject matter of your letter. We shall try to handle the contract with discretion and your name will not be known in the matter in any way.

We hardly know how to advise you in the matter of the 500 bales of July contracts you have sold through us; after all, it is merely guesswork on the part of anyone who undertakes to diagnose what the cotton market is going to do. In other words, it is about as hard a proposition as to tell what the weather is going to do; very often when the market looks strongest it is inherently weak, and vice versa; however, the technical position of the market, the very small crop, and the general situation, combined, incline us to believe that we are going to see higher prices for cotton; therefore, we believe the best thing you could do would be to close out your Julys and take your loss. As a matter of fact, you have the 500 bales sold against goods and not cotton, as we understand it, and you could not make delivery on July contracts in case they should put the market up several cents above its present level, and a position of that sort is always dangerous, especially during the summer.

Our advices from England indicate that the cotton-spinning business there is improving daily. India has made a large crop of both cotton and grain this year and is now an enormous buyer of cotton goods in England, and we think that there is some improvement also on the Continent. We must confess, however, with our friends in the cotton trade here, that the situation could hardly be worse.

We are sending you a telegram to the above effect.

Yours, very truly,

CRAIG & JENKS.

Received March 21, 1910. Answered March 21, 1910.

EXHIBIT E.

MARCH 21, 1910.

Messrs. CRAIG & JENKS, *New York, N. Y.*

GENTLEMEN: We have your favor of the 18th instant; note all said. We don't know whether we did right or wrong in what we have said to you about the proposed purchase of cotton by the southern mills. The only explanation we can make of our action is our confidence in yourselves, and knew you could not give us an opinion in the absence of being familiar with the proposition.

We note that your advices from England indicate that the cotton-spinning business there is improving daily. Strange to say, the same is true in our line of goods. We sold more goods during the last three days of last week than we have sold in several weeks prior to that time. We have in the last few days received more inquiries than we have had for months before. Therefore, if cotton will remain settled, believe that trade in this country will improve rapidly, as the converters and dealers are practically bare of goods.

You err in supposing that we have sold 500 bales of July in the absence of the cotton to deliver if it became necessary. We did not make this sale against goods, but against cotton in our possession.

If trade conditions continue to improve, and it is agreeable and consistent for you to do so, will be glad to see you become somewhat, if not positively,

bullish, as we know that all the southern mills, both the large ones and small ones, would welcome your attitude of this nature and appreciate your assistance toward creating firm and strong market conditions.

All the mills have great confidence in yourselves in all respects, and for this reason would welcome your assistance toward strengthening the cotton and cotton-goods situation.

Yours, truly,

MONTGOMERY COTTON MILLS.

EXHIBIT F.

[Copy of telegram.]

NEW YORK, March 17, 1910.

MONTGOMERY COTTON MILLS,
Montgomery, Ala.:

Believe time now opportunity begin buying new crops. October or December; preferably December. Will enter into new crop period with cotton goods and cotton practically denuded. Believe fourteen millions absolute necessity and quite unlikely in view of enormous advance of the boll weevil and Texas drought.

CRAIG & JENKS.

EXHIBIT G.

[Copy of telegram.]

NEW YORK, March 18, 1910.

MONTGOMERY COTTON MILLS,
Montgomery, Ala.:

After considering matter thoroughly we are inclined think best cover your July shorts as market looks like working higher.

CRAIG & JENKS.

EXHIBIT H.

[Copy of telegram.]

NEW YORK, March 18, 1910.

MONTGOMERY COTTON MILLS,
Montgomery, Ala.:

We should have added in last message think well buying December.

CRAIG & JENKS.

EXHIBIT I.

[Copy of telegram.]

MONTGOMERY, ALA., March 18, 1910.

CRAIG & JENKS,
27 William Street, New York:

Answering—confidentially—mills committee can't get subscriptions for 40,000 bales. Do you now advise covering July and buying December?

MONTGOMERY COTTON MILLS.

EXHIBIT J.

[Copy of telegram.]

NEW YORK, March 18, 1910.

MONTGOMERY COTTON MILLS,
Montgomery, Ala.:

Yes inclined think advisable cover.

C. & J.

EXHIBIT K.

[Copy of telegram.]

MONTGOMERY, ALA., March 18, 1910.

CRAIG & JENKS,

27 William Street, New York:

Answering. Buy to cover five July and buy five December.

MONTGOMERY COTTON MILLS.

EXHIBIT M.

[Copy of telegram.]

MONTGOMERY, ALA., April 6, 1910—11.40 a. m.

CRAIG & JENKS,

27 William Street, New York, N. Y.:

In the absence of first having personal talk with you—No.

W. B. TANNER.

EXHIBIT N.

[Copy of telegram.]

MONTGOMERY, April 6, 1910—3 p. m.

CRAIG & JENKS,

27 William Street, New York:

Present status of contract so vastly different from when asking your opinion that am confident you will, when informed, share my position that conference is necessary before using it regardless of the purpose to serve. Am willing to come if you desire it.

W. B. TANNER.

EXHIBIT L.

[Copy of telegram.]

NEW YORK, April 6, 1910.

W. B. TANNER,

Secretary and Treasurer, Montgomery, Ala.:

Referring to your letter March 14. Are we correct in supposing that we can use the copy of the contract as we see fit so long as we do not disclose your name in any way? Please reply simply yes or no.

CRAIG & JENKS.

EXHIBIT O.

APRIL 6, 1910.

MESSRS. CRAIGS & JENKS, New York, N. Y.

GENTLEMEN: I have your wire of even date about using the copy of the contract as you may see fit so long as you do not disclose the source from which you received it.

I am confident that it will be vastly best for yourselves and myself to have a personal talk about this contract before you use it, regardless of the purpose you may want it to serve; also that you will agree with me after we have had a conference about it, and I am perfectly willing to come to New York for that purpose if you desire it.

The present status of this contract is vastly different from what it was when I wrote to you about it, and when you are informed about its present status feel confident you will share my opinion that we should discuss it in person before you attempt to make use of it, regardless of the purpose you may want it to serve.

Yours, truly,

EXHIBIT P.

[Copy of telegram.]

NEW YORK, April 7, 1910.

W. B. TANNER, *Montgomery, Ala.*:

Yours. Don't really think it is of sufficient moment to put you to trouble of coming up here. Many thanks just the same.

CRAIG & JENKS.

EXHIBIT Q.

April 7, 1910.

Messrs. CRAIG & JENKS, *New York, N. Y.*

GENTLEMEN: I have your wire of even date stating that you do not think the subject of the contract is of sufficient importance to justify me coming to New York.

As already wired and written, the present status of this arrangement is vastly different from what it was when we requested you to give us your opinion about it. For this reason, it occurs to me that if you want to make any use of this subject you should be familiar with its present attitude, which would enable you to make more intelligent and effective use of it than it would be possible for you to do in the absence of full knowledge about its present shape.

Please advise us when you feel satisfied that the bears are going to raid the market, for we can not avoid the conclusion that successful bear raids are inevitable.

Yours, truly,

MONTGOMERY COTTON MILLS.

EXHIBIT R.

NEW YORK, April 14, 1910.

Mr. W. B. TANNER, *Treasurer, Montgomery, Ala.*

DEAR SIR: Your favors of the 7th and 8th have been received and noted with interest, and we thank you very much for keeping us advised in regard to the matter.

We read with a great deal of interest the clipping from the newspaper containing Mr. Patten's interview in regard to Mr. McFadden. We think Mr. Patten is making a very serious mistake, if he is correctly quoted, in saying what he does about that firm. We have known the firm of Geo. H. McFadden & Bro. for more than 20 years intimately, and we assure you that, in our humble opinion, there is not a more upright and splendid firm of cotton merchants in existence to-day. They are quite unlike Mr. Patten in their operations in that they do a merchant's business and not a speculative business, and all the newspaper reports that got out about their raiding the market were nothing less than rubbish. If there is to be a bear raid it will not be a raid on the part of the bears, but it will be from the fact that bulls are selling out their cotton. On the 14th of January, when cotton broke about 2 cents per pound, and again last week, when it dropped some 50 to 60 points, the papers all said it was a bear raid. As a matter of fact people who were short and bearish on the market were practically the only buyers, and the bulls were the ones who were doing the selling. We are inclined to think that some of these days, when least expected, you will see an alleged bear raid that, as a matter of fact, will be a duplicate of what we have had several times already this season. The bulls will attempt to sell out, or to dispose of a large share of their holding, and they will not find ready buyers. We feel quite sure that if to-day the combination of Messrs. Brown, Hayne, Scales, Patten, and Rothschild should undertake to sell out their holdings in May and July it would result in putting the prices of these two months down to the price of October, and we think the price of October would go to about 12 cents and that May and July would do the same thing.

The spinning trade of America, if not of the world, is like a man who has been lying in bed with a severe fever for some six to eight weeks and can not

come to the rescue, or at least would not, by buying huge quantities of cotton all at one time, even at a low price, as they are now so disheartened over conditions in the dry goods trade that they would not have the courage to buy a very large supply of cotton, even at 12 cents. Of course, this is only an opinion, and we give it for what it is worth.

With kind regards from the writer, we are,

Yours, sincerely,

CRAIG & JENKS.

EXHIBIT S.

[Copy of telegram.]

NEW YORK, April 16, 1910.

W. B. TANNER,

Secretary and treasurer, Montgomery, Ala.:

If you could conveniently come up here for a day or two and bring with you all additional documents and information bearing on that contract we shall appreciate it very much and, of course, we will expect bear all expenses of the trip.

CRAIG & JENKS.

EXHIBIT T.

[Copy of telegram.]

APRIL 16, 1910.

CRAIG & JENKS,

27 William Street, New York:

Answering. Mills committee now in New York have notified subscribers to meet them in Atlanta Wednesday next for conference, which I expect to attend. Will then come, reaching there last of week or prefer reaching there Monday morning, 25th, if just as satisfactory to yourselves.

W. B. TANNER.

EXHIBIT U.

[Copy of telegram.]

NEW YORK, April 18, 1910.

W. B. TANNER,

Secretary and treasurer, Montgomery, Ala.:

Yours. We have been summoned, together with a great many other members of the New York Cotton Exchange, to appear before the United States grand jury to-morrow morning at 11 o'clock for the Government in an action against Brown, Hayne, and others and southern mills and to show all papers bearing on contract dated February 26th.

CRAIG & JENKS.

TESTIMONY OF MR. HENRY A. WISE—Continued.

Mr. WISE. I would like to make a statement about something that I forgot this morning. The prosecuting attorney gets half of the information that comes to him through squealers, and he is never at all backward about taking it from squealers.

The CHAIRMAN. I appreciate that.

Mr. WISE. And frequently those squealers do not want to be known, and they put it up to the district attorney that they shall not be known.

The CHAIRMAN. The suspicion prevails in the cotton section, and it is justified to some extent by the statements made in the public prints; that a lot of the big firms in New York that were on the

bear side got caught in that squeeze, and in order to protect themselves they appealed to the agencies of the Government, and that those agencies were lent, with the result that they were saved from very much additional financial loss.

Mr. WISE. I have heard that statement made very frequently. Of course, where information comes to us, sometimes the source of our information is not anything that we admire, but if it is real information we accept it and use it. Indeed, I think I can fairly say, in the prosecutions that I have conducted, that a large percentage of the information has come from squealers and frequently we have to use them, but if we can avoid using them we do so, because you know, if you have practiced law, that a jury will not convict on the testimony of squealers if you have not corroborative evidence. We generally have such evidence and do not bother with the squealers. Having obtained the information, we go ahead and develop the case. I never concern myself about where the information comes from.

The CHAIRMAN. The sore spot with the people in the cotton-producing region was that in this particular instance, the only instance in which the Government has ever taken any action against anybody in the cotton trade for a supposed violation of the Sherman antitrust law, the Government saw fit to direct its energies against the people who were seeking to increase the price of cotton, or that would bring about that result, while from day to day and month to month and year to year the same kind of combinations, in their opinion, are being formed in New York and elsewhere, having for their purpose the depression of the price of cotton, and they think they have lost many millions of dollars as a result of those combines, and they do not think they have had a fair deal on the part of the representatives of the Government.

Mr. WISE. I have heard of all those arguments. Mr. Parker, who was one of the men who signed this contract, put those very arguments up to me and urged the prosecution of the bear side, and I put it up to him, and he got a letter from me asking him to furnish me with the evidence on which I could base prosecutions, and that letter is to-day unanswered.

The CHAIRMAN. I have a letter from Mr. Parker written to Mr. Rainey, House of Representatives. I would like to have that letter incorporated in the hearings.

(Said letter is as follows:)

[Victor Manufacturing Co., Lewis W. Parker, president and treasurer. Executive department.]

GREENVILLE, S. C., June 1, 1911.

HON. HENRY T. RAINEY,

House of Representatives, Washington, D. C.

DEAR SIR: I beg to acknowledge receipt of yours of May 18 upon my return to the office after two weeks' absence north.

I regret the delay which has occurred in giving the answer to your letter.

I shall be very glad, indeed, to give you such information as I have with reference to the Department of Justice. This information relates to the prosecution by the department of those connected with what is known as the "bull cotton pool" last season.

This information, in general, is as follows:

First. Whilst the department has refused to acknowledge the sources which instigated the prosecution, I think it can be readily proven that the prosecution was instigated by certain parties who were short on the New York Cotton Exchange and who had themselves formed an agreement by which the price

of cotton was to be unduly reduced without reference at all to the prevailing price of spot cotton in the markets of the world and as being purchased by cotton spinners. It is also a fact that before the prosecution had been instituted the Government was in communication, through Mr. Wickersham, with Mr. Henry W. Taft, his old law partner, and the attorney of the New York Cotton Exchange.

Second. It is also a fact, as stated in affidavit of W. B. Tanner, of Montgomery, Ala., that the attorney for certain of the New York cotton firms who were short on the exchange offered to Mr. Tanner that if he would give evidence in favor of the prosecution of the members who were bulling cotton that they had the assurance from the Attorney General that the said Tanner would not be prosecuted, showing that the Attorney General was in communication with those who were short on the market and whose interest lay in reducing the price of the commodity.

I notice in this morning's paper that the Attorney General in his conference before a committee of the House, in answer to questions from Mr. Beall, stated that no prosecution had been made of those who were thus short of the market and who were in a combine to reduce the price, because no information of this character had been put into the hands of the Government. I beg to say that I myself had a conference with Mr. Henry A. Wise, district attorney of New York, which conference was held at the request of Attorney General Wickersham himself, and was to have been with Mr. Wickersham, but at his suggestion was with Mr. Wise, in which conference I put the Attorney General in possession of the facts that there had been a combination of five dealers as far back as December, 1909, by which for the purpose of depressing the market these dealers agreed to ship 10,000 bales each of cotton from Liverpool back to New York for the purpose of depressing the May options in which they were largely short. I gave to Mr. Wise the names of the various firms entering into this agreement, and gave him the names of witnesses who were familiar with the facts. I have never received any intimation that the information thus given was used by the Government officials, but, on the contrary, these seem to have used all their energy in the prosecution of those who were seeking to maintain the market rather than those who were seeking to depress it.

This is all ancient history, however, now, and I do not know if the information will be of any value to you or could be intelligently used.

My own judgment was, a year ago, to go direct to President Taft with the information I had, but at the request of the defendants in the suit referred to did not do so. I shall be very glad, indeed, to give you full details, if you desire further information, though my own judgment is that at this time little value can be made of the information, though it could have been used most effectively a year ago.

Very truly,

LEWIS W. PARKER.

P. S.—I may add that it is and has been my own feeling that the Government allowed its legal department to be used in the interest of one side of the market for the purpose of assisting those who, by illegitimate short sales, had put themselves in an embarrassing position, and to the detriment of those who bought the cotton thus sold illegitimately.

MR. WISE. I do not recall any evidence that Mr. Parker gave me; I had a statement from Mr. Parker that those were the facts and I asked him for the proof of them, but I recall no proof that he ever gave me, and I think that the correspondence between Mr. Parker and myself will show that the last move was up to him, and he never moved.

THE CHAIRMAN. Did he give you the names of any supposed bear dealers who had made a combination?

MR. WISE. Well, I do not remember; I think he mentioned the name of McFadden; I do not recall anybody else. Anybody who has made an investigation of the cotton business knows that McFadden is the big man on the bear end of the cotton market. I do not recall any evidence of any sort that Mr. Parker put in my hands to the effect that there were five, or any number of men, operating under any agreement.

The CHAIRMAN. Do you recall whether you ever followed up the suggestions made by him in the way of making an additional investigation, or were you waiting for further information from him?

Mr. WISE. I waited for him. I am ready now, if he will put the evidence in my hands. But I would rather see what the Supreme Court says about our indictments before I waste any time in bringing any more prosecutions. But if our indictments are upheld, and if the counts that we have lost are reinstated by the Supreme Court, and any proof is handed to me that will sustain what he says, I certainly shall bring it before the grand jury. And I think that anybody who will investigate the record of my office will ascertain that I have presented all violations of the statute to the grand jury and have generally gotten action.

The CHAIRMAN. Of course, if the New York Journal of Commerce is any authority, an investigation of its files would show that many, many times during the last two or three years there have been agreements among many of the spinners. I do not know whether any of them were within your jurisdiction or not. But agreements have been made among the cotton spinners to reduce the output of the mills, to limit the time in which the mills should run, and in various other ways to depress the price of spot cotton by reducing the demand for it and of increasing the price of cotton goods by limiting the supply.

Mr. WISE. Well, I do not believe you will find that those agreements come within my jurisdiction. As I stated this morning, I do not believe there is a spindle in the southern district of New York.

The CHAIRMAN. The Arkwright Club, the New England spinners, the North Carolina spinners, the South Carolina spinners, and various organizations of that kind, if these newspaper statements are to be relied on, had many, many agreements.

Mr. WISE. It is very much easier to write a newspaper article than it is to sustain an indictment. I have had occasion sometimes to go to some of the newspapers in which articles were published which were apparently pretty substantial statements, but I have never found the facts to warrant me in asking the grand jury to return an indictment.

The CHAIRMAN. But if the district attorney in the district having jurisdiction would issue such a subpoena as you issued in these cotton cases he might be able to secure the confirmation of some of these newspaper reports. Mr. Felix Frankfurter is an assistant in your office?

Mr. WISE. Yes.

The CHAIRMAN. I wish you would simply state, so it can be incorporated in the record, just what his connection has been with these cases; such a statement may avoid the necessity of using him.

Mr. WISE. I think it probably will. It is simply this: Mr. Frankfurter is one of my regular assistants and was such during the entire year of 1910. When this cotton matter first came up it was originally presented to the grand jury by Mr. Mc KERcher, who was a special assistant to the Attorney General, and the first indictment was returned in a proceeding which was handled entirely by him. All I had to do with it—and when I refer to myself I mean my entire office—was the reading over of the indictment to see whether it was in proper form, and the signing of it, upon being informed that the

grand jury had returned it. Now, when I discovered the technical obstruction in the way, you might say, of the drawing of the grand jury, I was satisfied that the matter had to be re-presented. Then I was notified that I was to take charge of that case, and at that point I took it up. I then took the grand jury minutes of the first proceeding and examined them myself, went over them, and I assigned Mr. Frankfurter to do the work. Mr. Frankfurter did not have to do any original work; he had only to go over what had been done and practically duplicated the calling of the witnesses who had been heard before. And in that way you will see it was not necessary for me or my assistants to have known anything about the origin of the thing at all. We simply had the minutes of the grand jury before us.

The CHAIRMAN. Who actually drew that indictment?

Mr. WISE. The first indictment?

The CHAIRMAN. The first indictment or the second indictment?

Mr. WISE. The first indictment was drawn by Mr. Oliver E. Pagan, of the Attorney General's office, and the second indictment was drawn by Mr. Frankfurter.

The CHAIRMAN. It was very largely, I suppose, a copy of the first indictment?

Mr. WISE. It was, to a large degree, a copy of the first indictment, but it was amplified. Mr. Frankfurter and I both went over it, and we were satisfied that the allegations in the first indictment were not broad enough; that the indictment was too limited, and that it ought to be broadened, and we cast over the indictment, framed it according to our ideas and according to suggestions made in the pleas that had been filed to the original indictment—that is, we covered what we saw would be the defense. So that is the only difference between the first and the second indictment. Now, the second proceeding was conducted by me. Mr. Frankfurter presented the matter to the grand jury; he examined the witnesses, but consulted with me; took his orders from me and did what I told him, and, as far as his knowledge of the thing is concerned, it is nothing more than my knowledge.

The CHAIRMAN. He has conducted the case under your direction since that time?

Mr. WISE. His only connection with the case since has been his argument of the demurrer to the indictment, and that was under me. He can not be of any assistance to you.

The CHAIRMAN. Well, I think that is sufficient.

Mr. WISE. Of course, he is here and at your disposal.

The CHAIRMAN. I do not know that there is anything additional that we need to get from him. We just wanted to know his connection with your office.

(Thereupon the committee adjourned.)

As previously expressed to you, so far as I can practically do so, I am at your service, with regard to information, though already this subject has taken much more time and thought than I ever intended to give to it. I had sincerely hoped that the Government would see its way clear to suspend a course which, in my own feeling, is most unfortunate in the interests of purchaser and consumer, and is only in the interest of a certain speculative element. I see from the newspapers, however, that the investigation is proceeding, and therefore conclude that no further good can come from information I may have or may have given.

Thanking you for your courteous attention,
Very truly,

JULY 28, 1910.

Hon. HENRY A. WISE,
*United States District Attorney,
United States Post Office Building, New York, N. Y.*

DEAR SIR: In writing this morning I overlooked that portion of our interview as related to the question of the reshipment of cotton from Liverpool.

As stated to you, my understanding is an agreement for the reshipment of 50,000 bales was made in December, 1909, at the time that short sales were being made of May, June, and July in New York with purchases of July-August in Liverpool. The agreement for this reshipment was made by Watson & Co., Midwood & Co., Stevens, Wilmer & Heap, Isaac Hylands, and Geo. H. McFadden & Bro., each of the five firms agreeing to reship 10,000 bales. Subsequently one or two of these firms, particularly Watson & Co., closed out their "shorts" in New York and "longs" in Liverpool, and were unwilling to make shipment, but it was insisted upon by McFadden & Bro.; the purpose of the shipments was to be to lower the New York market and advance the Liverpool market, enabling them to work out profitably on their straddles.

I am advised that Campbell & Cleaver, of Dallas, Tex., have communications from Watson & Co. referring to and acknowledging the agreement; and I have little doubt that with the same zeal which has been displayed with regard to the "bull pool" the agreement can be found in the possession of Geo. H. McFadden & Bro.

Very truly,

OLYMPIA COTTON MILLS.

DEPARTMENT OF JUSTICE,
OFFICE OF UNITED STATES ATTORNEY FOR THE
SOUTHERN DISTRICT OF NEW YORK,
New York, August 1, 1910.

LEWIS W. PARKER, Esq.,
Greenville, S. C.

DEAR SIR: I beg to acknowledge your two letters of the 28th instant. What you say therein is receiving my careful attention. As far as your comments upon the pending investigation before the grand jury are concerned, let me suggest that not only according to your own statement, but in the nature of things, you can not be familiar with the full scope of the facts as they have developed before the grand jury. As I have already had occasion to tell you, the Government knows neither bull nor bear in this or any other case, but endeavors at all times impartially and fully to investigate the facts and then enforce the law where an infraction of it is established.

As far as the letters are concerned which you have produced, I regret to say that they have not yet served the full purpose for which they were produced. If you so desire, I shall furnish you copies of the full file of your letters.

Respectfully,

HENRY A. WISE,
United States Attorney.

No. 4

HEARINGS

BEFORE THE

COMMITTEE ON EXPENDITURES IN THE
DEPARTMENT OF JUSTICE

HOUSE OF REPRESENTATIVES

ON

HOUSE RESOLUTION NO. 103

TO INVESTIGATE THE EXPENDITURES IN THE
DEPARTMENT OF JUSTICE

JULY 13, 1911



WASHINGTON
GOVERNMENT PRINTING OFFICE
1911

COMMITTEE ON EXPENDITURES IN THE DEPARTMENT OF JUSTICE.

[Committee room No. 286, House Office Building. Telephone, 583. Meets on call of chairman.]

JACK BEALL, Texas, *Chairman*.

JAMES C. CANTRILL, Kentucky.

ELBERT A. HUBBARD, Iowa.

WILLIAM F. MURRAY, Massachusetts.

PAUL HOWLAND, Ohio.

SAMUEL A. WITHERSPOON, Mississippi.

STEPHEN G. PORTER, Pennsylvania.

JON. E. HOLLINGSWORTH, *Clerk*.

EXPENDITURES IN THE DEPARTMENT OF JUSTICE.

THE COMMITTEE ON EXPENDITURES,
IN THE DEPARTMENT OF JUSTICE,
Wednesday, July 12, 1911.

The committee this day met, Hon. Jack Beall (chairman) presiding.

STATEMENT OF MR. THOMAS CARL SPELLING.

(The witness was duly sworn by the chairman.)

The CHAIRMAN. You may proceed, Mr. Spelling.

Mr. SPELLING. Gentlemen, I want to say that I have had an engagement to assist in these investigations and it so happens that I have devoted more time to this committee than to any other. It is not necessary to state the reasons. If you see anything in what I submit which appears to be very positive or emphatic, you may attribute it to my enthusiasm or to the enthusiasm with which I try to perform all duties. I think that is my only motive for expressing myself rather freely upon some of the things that I am going to report.

I have been engaged for a long time in investigating the matters which came officially from the Department of Justice, all the annual reports, the bound volumes, reports to Congress, and tabulated statements made up from the annual reports and tabulated matter submitted to this committee by the Attorney General. What I have to say deals so much with figures, records, and in some instances discussions of legal matters that I have found it necessary to reduce it to writing. I am not going to read all of this and I will call attention to what I do not read.

The drawing of money upon one fund for payment of extravagant claims, often representing no service, or constituting mere gratuities to favorites, until it is exhausted, and then disbursing funds appropriated for a different purpose to pay other claims of the same character but which the department has no legal power to pay at all, might be very properly discussed under the head of "Misappropriation." It is a very dangerous form of it, and since the enactment of the Tawney Act in 1906 the law would subject violators to removal and criminal prosecution if it were enforced. The applicable portion of the Tawney Act reads as follows:

SEC. 4. No executive department or other Government establishment of the United States shall expend, in any one fiscal year, any sum in excess of the appropriations made by Congress for that fiscal year, or involve the Government in any contract or other obligation for the future payment of money in excess of such appropriations unless such contract or obligation is authorized by law. Nor shall any department or any officer of the Government accept voluntary service for the Government or employ personal service in excess of that authorized by law, except in cases of sudden emergency involving the loss of human life or the destruction of property. All appropriations made for contingent expenses or other general purposes, except appropria-

tions made in fulfillment of contract obligations expressly authorized by law, or for objects required or authorized by law without reference to the amounts annually appropriated therefor, shall, on or before the beginning of each fiscal year, be so apportioned by monthly or other allotments as to prevent expenditures in one portion of the year which may necessitate deficiency or additional appropriations to complete the service of the fiscal year for which said appropriations are made; and all such apportionments shall be adhered to and shall not be waived or modified except upon the happening of some extraordinary emergency or unusual circumstance which could not be anticipated at the time of making such apportionment, but this provision shall not apply to the contingent appropriations of the Senate or House of Representatives; and in case said apportionments are waived or modified as herein provided, the same shall be waived or modified in writing by the head of such executive department or other Government establishment having control of the expenditure, and the reasons therefor shall be fully set forth in each particular case and communicated to Congress in connection with estimates for any additional appropriations required on account thereof. Any person violating any provision of this section shall be summarily removed from office and may also be punished by a fine of not less than one hundred dollars or by imprisonment for not less than one month. (Feb. 27, 1906, ch. 510, 34 Stat. L., 49.)

If you should examine the books of the Department of Justice for 1909 you would find that the traveling expenses actually paid were four or five times the sum appropriated for the purpose, although in the annual report for that year it is made to appear that a balance remains in that fund. The bulk of such expenses were illegally disbursed out of other funds. For instance, the drain on the fund for payment of salaries and other expenses of United States courts was depleted by these and other illegal disbursements, rendering a deficiency appropriation necessary. Such an appropriation was made, the bill passing both Houses on August 5, 1909.

When an estimate is sent in for \$6,000 or \$8,000, for traveling expenses, and that amount is appropriated, and then thirty or forty thousand dollars are disbursed to pay such claims out of other funds, Congress is deceived and the statute violated. And yet large disbursements for travelling and personal expenses have been made every year out of the antitrust fund, out of the fund for defending claims, and various other funds. In 1909 and at previous sessions since 1906 and at subsequent sessions, huge deficiency appropriations have been called for and have been made. The Tawney Act was hailed by the country as wise and salutary, as corrective of great abuses. If its provisions are to be treated with contempt, if the head of a department is to continue practicing the old abuse with impunity, if despite the most carefully worded statutes, he is to be a law unto himself, immune from the prescribed penalties, then Government by law is at an end.

But I now come to talk about graft in the concrete, graft as a fact, petty graft, and wholesale graft. Graft, however, is scarcely the proper term. What I shall present are cases of drawing out public moneys under false pretenses with scarcely an attempt to conceal the fraud.

Absenteeism from Washington and from the post of duty at public expense is almost universal, and it is considered by many entirely legitimate to run down to New York over Sunday or to go home or to a pleasure resort, or to take a vacation on a false pretense of official business, but to draw public money to pay all kinds of expenses, and even more than can be spent. What I have said is susceptible of abundant proof by cold facts and figures which I have in hand from the Department of Justice.

I present a statement made up from the annual reports and carefully compared by the clerk of the committee and myself and found to be correct, and ask that it be filed.

(The same is hereto attached, marked "Exhibit No. 1":)

EXHIBIT No. 1.

J. C. Adkins, special assistant to Attorney General:

Cotton-leak cases—

New York, May 1-29, 1908.....	\$203. 13
New York, June 5-24, 1908.....	97. 58
New York and Harrison, N. J., Oct. 3-Nov. 7, 1908.....	65. 90
New York and Philadelphia, Pa., Jan. 19-30, 1909.....	40. 40
New York, Feb. 10-11, 1909.....	21. 85

Patent cases—

New York and return, Sept. 29-Oct. 1, 1909.....	28. 60
New York and return, Nov. 5-7, 1909.....	21. 80
New York and return, June 7-8, 1910.....	17. 10

R. M. Allen, special assistant to Attorney General:

Pure-food law—

Lexington, Ky., Feb. 14-29, 1908.....	79. 95
Cincinnati, Ohio, Mar. 1-24, 1908.....	151. 62
Cincinnati, Ohio, Apr. 1-30, 1908.....	246. 56
Lexington, Ky., May 5-14, 1908.....	296. 14
Cincinnati, Ohio, May 15-25, 1908.....	131. 60
Cincinnati, Ohio, May 26-31, 1908.....	27. 40
Cincinnati, Ohio, June 2-30, 1908.....	84. 60
Baltimore, Md., and return, July 3, 1908.....	4. 90
Chicago, Ill., July 10-14, 1908.....	56. 35
Oklahoma, Chicago, Mackinac, etc., July 24-Sept. 6, 1908.....	451. 00
Baltimore (various trips), Oct. 3-28, 1908.....	94. 00
Baltimore, Dec. 17, 1908.....	8. 75
Cincinnati, Jan. 1-31, 1909.....	98. 27
Louisville, Cincinnati, etc., Feb. 2-28, 1909.....	119. 30
Lexington, Ky., Apr. 4-17, 1909.....	111. 30

Pure-food cases—

Cleveland, Lexington, Ky., and return, July 9-Aug. 3, 1909.....	52. 58
Lexington and Cincinnati, Aug. 9-Sept. 10, 1909.....	33. 95
Lexington and Louisville and return, Sept. 14-Oct. 18, 1909.....	151. 57
New York and return, Oct. 21-26, 1909.....	34. 55
Cincinnati and Lexington, Nov. 1-Dec. 14, 1909.....	32. 50

George M. Anderson, special attorney:

Court of Claims—

Fredericksburg, etc., July 8-14, 1907.....	37. 00
Chicago, St. Paul, Bozeman, etc., Aug. 29-Oct. 25, 1907.....	273. 44
Norfolk, Newport News, etc., July 16-22, 1908.....	29. 10
Cleveland, Chicago, St. Paul, Denver, etc., Aug. 31-Sept. 21, 1908.....	122. 02
Annapolis, Md., Dec. 4, 1908.....	3. 20
McAllester, Okla., Memphis, etc., Apr. 17-May 23, 1909.....	256. 35
Chicago, St. Paul, etc., July 14-Aug. 13, 1909.....	259. 87
Boston, Bangor, etc., Aug. 23-31, 1909.....	121. 16

S. S. Ashbaugh, assistant attorney:

Frederick, New York, etc., July 15-30, 1907.....	41. 60
Fort Scott, Butler, Kansas City, Tipton, etc., Aug. 11-31, 1907.....	63. 06
Kansas City, etc., Sept. 1-7, 1907.....	44. 55
Pittsburg, Philadelphia, etc., Oct. 1-31, 1907.....	79. 75
Chicago, Kansas City, etc., Nov. 1-20, 1907.....	85. 98
Frederick and Norfolk, Jan. 18 and Feb. 10-12, 1908.....	15. 10
Philadelphia, Apr. 23, 1908.....	9. 95
Annapolis, May 22, 1908.....	2. 60
New York and Boston, May 10-14, 1908.....	29. 80
New York and Philadelphia, June 1-4, 1908.....	26. 55
New York, Dover, Newark, etc., June 21-30, 1908.....	62. 69
Pittsfield, Mass., Poughkeepsie, etc., July 1-7, 1908.....	38. 00
Annapolis and return, Sept. 3, 1908.....	2. 10

S. S. Ashbaugh, assistant attorney—Continued.

Annapolis and return, Sept. 8, 1908.....	\$3. 00
Richmond, Newport, Sept. 27–Oct. 4, 1908.....	46. 25
Chicago, Dec. 17–22, 1908.....	42. 00
New York, Paterson, etc., Oct. 12–14, 1908.....	18. 40
Chicago and Kansas City, Oct. 27–Nov. 6, 1908.....	69. 00
New York City, Nov. 19–21, 1908.....	25. 00
New York, New Haven, and Boston, Apr. 22–29, 1909.....	46. 55
New York, May 10–13, 1909.....	35. 90
Annapolis, Richmond, June 21–26, 1909.....	16. 70
Annapolis and return, July 20, 1909.....	2. 75
Milwaukee, Niagara, etc, July 22–Aug. 24, 1909.....	213. 05
New York, Newark, etc., Sept. 19–Oct. 10, 1909.....	117. 60
Philadelphia and New York, June 16–24, 1910.....	75. 51

P. M. Ashford, attorney:

New York and Boston, July 11–31, 1907.....	80. 36
Hagerstown, Berryville, etc., Aug. 1–31, 1907.....	13. 51
Fortress Monroe, Norfolk, Newport News, etc., Oct. 10–29, 1907.....	28. 55
Frederick, Md., Nov. 25–27, 1907.....	10. 25
New York City, July 19–21, 1908.....	13. 90
Pittsburg, Pa., Aug. 6–9, 1908.....	10. 30
Kenlyville, Barnesville, Md., etc., Oct. 5–9, 1908.....	12. 20
Louisville, Cincinnati, Winchester, etc., Oct. 15–24, 1908.....	58. 65
Pittsburg, Nov. 3, 1908.....	19. 45
Montgomery, Atlanta, etc., Jan. 8–15, 1909.....	78. 40
Pittsburg, Mar. 25–27, 1909.....	7. 95
Columbia, S. C., Apr. 15–17, 1909.....	35. 75
New York, May 7–8, 1909.....	19. 75
Asheville, Knoxville, etc., Aug. 6–21, 1909.....	135. 32
Philadelphia and New York, Sept. 18–20, 1909.....	35. 18
Philadelphia, Oct. 1–2, 1909.....	6. 85
Barnesville, Md., etc., Oct. 8–12, 1909.....	15. 26
New York, Philadelphia, Nov. 7–21, 1909.....	53. 45
New York, Dec. 21–30, 1909.....	25. 40
New York City, Apr. 20–23, 1910.....	27. 70
New London, Jan. 4–15, 1910.....	62. 80
Philadelphia and New York, June 6–23, 1910.....	62. 45

D. P. Ault, clerk:

Connect New York office, Sept. 7–Oct. 2, 1909.....	112. 06
--	---------

M. L. Blake, assistant attorney:

Court of Claims—

Memphis, Aug. 1, 1907.....	118. 83
Vicksburg, Jackson, etc., Oct. 3–21, 1907.....	187. 00
Tuscumbia, Corinth, etc., Nov. 2, 1907.....	130. 66
Texarkana, Smithton, etc., Nov. 2–29, 1907.....	131. 15
Lancaster, Danville, etc., Dec. 1–23, 1907.....	113. 71
Toaley, Va., Old Point, etc., June 20–30, 1908.....	50. 26
Newbern, Wilmington, Atlanta, etc., July 2–Sept. 27, 1908.....	423. 76
New York, Dec. 28–31, 1908.....	28. 10
Knoxville, Md., Jan. 26, 1909.....	3. 10
Old Point, Va., Apr. 23–26, 1909.....	17. 20
Alexandria, La., Opelousas, etc., May 6–31, 1909.....	148. 75
Baltimore, June 18–20, 1909.....	12. 55
Petersburg, W. Va., Feb. 20–22, 1910.....	21. 75
Evansville, Chicago, etc., May 5–11, 1910.....	79. 66
Culpeper, Va., Mar. 29–30, 1910.....	5. 95
Charleston, Lexington, Ky., etc., Oct. 28, 1908–Jan. 8, 1910.....	410. 37

C. J. Bonaparte, Attorney General:

Commodities cases—

Philadelphia, June 15–17, 1908.....	56. 15
New York and Oyster Bay, July 17–19, 1908.....	31. 45

George E. Boren, assistant attorney:

Court of Claims—

Bristol, Knoxville, July 2–31, 1907.....	121. 03
Gallatin, Guthrie, Nashville, etc., Aug. 1–31, 1907.....	137. 95
New Orleans, etc., Sept. 1, 1907.....	114. 90
Elizabethton, Chattanooga, etc., Oct. 4–31, 1907.....	77. 40

George E. Boren, assistant attorney—Continued.

Court of Claims—Continued.

Chattanooga, Knoxville, etc., Nov. 1-12, 1907.....	\$43. 17
La Plata, Md., New York, June 18-29, 1908.....	36. 33
Bristol, Tenn., July 2-6, 1908.....	14. 77
Bristol and other places, Aug. 19-Dec. 1, 1908.....	364. 46
Bristol, Chattanooga, and Birmingham, etc., July 5-19, 1909.....	125. 64
Elizabethhton, Tenn., etc., Aug. 23-Nov. 2, 1909.....	398. 82
New York, Boston, etc., May 23-28, 1910.....	63. 35
Boston, June 27-30, 1910.....	22. 45

R. J. W. Brewster, clerk:

Knoxville, Tenn., Sept. 1-4, 1908.....	50. 85
Arranging rate, Danville, Va., Nov. 6-8, 1908.....	20. 70

Arranging transportation of prisoners—

Moundsville, W. Va., Mar. 29-30, 1909.....	34. 50
Moundsville, W. Va., Apr. 1-2, 1909.....	24. 02

M. C. Burch, special assistant to Attorney General:

Railroad land cases—

Boise City, Sept. 1-30, 1907.....	280. 35
Boise City, Oct. 1-30, 1907.....	236. 09
Denver, Nov. 1-30, 1907.....	227. 62
Denver, Dec. 1-31, 1907.....	211. 92
Denver, Jan. 30, 1908.....	307. 85
Denver, Feb. 1-29, 1908.....	252. 62
Denver, Mar. 1-31, 1908.....	240. 24
Denver, Apr. 1-30, 1908.....	233. 43
Denver, May 1-31, 1908.....	201. 53
Denver, June 1-30, 1908.....	235. 23

A. C. Campbell, special attorney:

Court of Claims—

Pottsville, Philadelphia, etc., July 1-6, 1907.....	35. 00
Rockville, Frederick, etc., Aug. 19-20, 1907.....	6. 31
Chicago, Omaha, Denver, etc., Sept. 9-30, 1907.....	110. 60
San Francisco and Oakland, Oct. 1-23, 1907.....	184. 89
Portland, Montague, etc., Nov. 1-Dec. 1, 1907.....	151. 15
Los Angeles station, etc., Dec. 1-20, 1907.....	102. 00
Philadelphia, Feb. 21-23, 1908.....	6. 20
Philadelphia, Mar. 27-28, 1908.....	8. 55
Detroit, etc., May 7-20, 1908.....	66. 57
Philadelphia and Trenton, N. J., June 6-8, 1908.....	9. 55
Philadelphia and New York, June 20-30, 1908.....	47. 15
Philadelphia and New York, Aug. 12-22, 1908.....	29. 34
Los Angeles, San Francisco, Omaha, etc., Oct. 21-Dec. 23, 1908.....	435. 40
Philadelphia, Pottsville, etc., Feb. 14-17, 1909.....	36. 21
St. Louis, Kansas City, Denver, Los Angeles, Mar. 23-June 30, 1909.....	568. 16
South Bethlehem, etc., July 3-12, 1909.....	12. 30
Spokane, Aug. 4-28, 1909.....	212. 70
Seattle, Portland, Denver, etc., Aug. 16-25, 1909.....	83. 60
Philadelphia, Pottsville, Pa., Sept. 20-24, 1909.....	21. 55

Frank Cole, private secretary:

Official business—

New York City, Aug. 8-31, 1909.....	30. 07
New York City, Sept. 6-8, 1909.....	200. 39
New York City, Nov. 1-3, 1909.....	18. 73
Chicago, Nov. 17-20, 1909.....	45. 35
American Tobacco cases—New York City, Dec. 28-31, 1909.....	30. 20
Consulting Attorney General—New York City, Mar. 7-12, 1910.....	47. 15

M. A. Coles, special attorney:

Baltimore and Gloucester, July 29-31, 1907.....	9. 60
Gloucester, Norfolk, etc., Aug. 1-12, 1907.....	69. 87
Richmond, etc., Sept. 1-7, 1907.....	38. 55
Tazewell, East Rockford, Bluefield, etc., Oct. 6-21, 1907.....	37. 56
Norfolk, Dec. 15-17, 1907.....	12. 70
Philadelphia, Jan. 30-31, 1908.....	9. 85
Staunton, Va., Apr. 4-9, 1908.....	17. 90
Philadelphia, New York, Plainfield, etc., May 1, 1908.....	68. 35
Philadelphia, New York, etc., June 22-26, 1908.....	26. 60

M. A. Coles, special attorney—Continued.

Philadelphia, Baltimore, Yorktown, etc., July 2-23, 1908.....	\$51.78
Salem, Mass., and other places, Aug. 1-24, 1908.....	104.73
Philadelphia and Plainfield, N. J., Aug. 27-31, 1908.....	30.11
New York, and Elizabeth, N. J., Sept. 1, 1908.....	8.25
New York and Philadelphia, Oct. 20-30, 1908.....	26.45
Norfolk, Fortres Monroe, etc., Feb. 20-24, 1909.....	22.05
New York City, Apr. 22-30, 1909.....	58.97
Philadelphia and Baltimore, May 1-4, 1909.....	36.80
Philadelphia, June 1-4, 1909.....	32.75
Chicago, St. Paul, Bozeman, July 20-30, 1909.....	508.00
New York City, Nov. 25-27, 1909.....	28.45
Fortres Monroe, etc., May 25-28, 1910.....	27.75

F. W. Collins, special attorney:

Philadelphia and New York, July 28-31, 1907.....	27.06
Philadelphia and New York, Aug. 1, 1907.....	160.13
Chicago and Grand Rapids, Sept. 1-18, 1907.....	61.75
Savannah, etc., June 9-12, 1908.....	25.38
Jersey City, Feb. 27-29, 1908.....	16.10
New York, Mar. 29-Apr. 2, 1908.....	37.50
Baltimore, Apr. 24, 1908.....	6.05
Jersey City, New York, etc., May 25-28, 1908.....	20.65

Court of Claims—

Philadelphia, Buffalo, Detroit, etc., June 11-18, 1908.....	70.84
Norfolk, Newport News, Boston, and New York City, July 27-Aug. 7, 1908.....	70.22
Jersey City, New York, etc., Sept. 17-29, 1908.....	74.92
Buffalo, Detroit, Chicago, and Omaha, Oct. 1-Nov. 5, 1908.....	125.66
Jersey City and West Point, Dec. 26-30, 1908.....	45.31
Philadelphia and Wilmington, June 17-18, 1909.....	26.70
Baltimore, July 12-13, 1909.....	6.95
Jersey City, New York, etc., July 21-Aug. 4, 1909.....	98.78
Winchester, Harpers Ferry, etc., Aug. 27-Sept. 1, 1909.....	20.71
Pittsburg, Detroit, etc., Sept. 16-21, 1909.....	63.88
Atlantic City, Jan. 20-22, 1910.....	25.45
Norfolk, Va., Feb. 1-4, 1910.....	19.85
Alexandria, Va., Apr. 18-19, 1910.....	2.50

A. W. Cooley, Assistant Attorney General:

Naturalization cases—

New York City, July 30-Aug. 2, 1907.....	45.44
New York City, Aug. 2-12, 1907.....	46.85
New York, Chicago, Denver, San Francisco, Spokane, etc., Aug. 24-Sept. 22, 1907.....	443.99

Consultation—Baltimore, Oct. 4, 1907.....

3.75

Naturalization cases—

New York City, Oct. 11-12, 1907.....	15.00
New York and Boston, Nov. 5-8, 1907.....	36.34
Atlanta, Dec. 19-24, 1907.....	32.15
Boston, Feb. 21-28, 1908.....	31.15
Williamsport, Pa., Mar. 6-7, 1908.....	20.75
Dallas, Tex., Mar. 21-26, 1908.....	103.15
Detroit, Mar. 28-29, 1908.....	44.30
New York City, Apr. 6-11, 1908.....	24.11
New York City, Apr. 25-27, 1908.....	22.95
New York City, May 18-20, 1908.....	23.05
Minneapolis, May 29-June 16, 1908.....	106.40
New York City, July 21-23, 1908.....	15.25

Immigration cases—

El Paso, Alamogordo, Albuquerque, Feb. 9-27, 1909.....	157.80
El Paso, Alamogordo, Albuquerque, etc., Mar. 16-May 2, 1909.....	201.20

Percy M. Cox, law clerk:

Court of Claims—

Chattanooga, etc., July 1-31, 1907.....	143.03
Little Rock, Fort Smith, Westville, Shreveport, etc., Aug. 1-25, 1907.....	191.74
Nashville, Gallatin, Cincinnati, etc., Aug. 26-Sept. 20, 1907.....	37.18

Percy M. Cox, law clerk—Continued.

Court of Claims—Continued.

Roanoke, Bedford City, etc., Oct. 6-31, 1907.....	\$51.17
Chattanooga, Huntsville, etc., Nov. 14-Dec. 14, 1907.....	168.29
Springfield, Va., Jan. 31-Feb. 5, 1908.....	17.80
Falls Church, Old Point, etc., Feb. 29-Mar. 2-Apr. 3, 1908.....	25.60
Elizabeth City, N. C., etc., June 19-27, 1908.....	33.58
Fairfax, Va., June 30, 1908.....	1.50
Charleston, Columbia, Chattanooga, July 26-Aug. 20, 1908.....	99.11
Philadelphia and New York, Oct. 12-24, 1908.....	33.65
Columbia, Charleston, etc., Nov. 30-Dec. 12, 1908.....	124.92
Falls Church, Va., Dec. 30, 1908.....	1.20
Raleigh, N. C., Feb. 10-11, 1909.....	18.65
Elizabeth, N. C., and Charleston, S. C., Apr. 25-May 2, 1909.....	62.16
Charles Town, W. Va., Harpers Ferry, May 28-29, 1909.....	9.25
Charleston, Savannah, Jackson, etc., July 2-20, 1909.....	157.20
Norfolk and return, July 25-29, 1909.....	28.05
Petersburg, Va., Oct. 26-27, 1909.....	8.95
Winchester, Harpers Ferry, etc., Nov. 19-29, 1909.....	38.23
Jacksonville, Fla., etc., Jan. 25-Feb. 6, 1910.....	77.15
New York City, Mar. 30-31, 1910.....	20.95
Harpers Ferry, W. Va., May 26, 1910.....	3.95
Baltimore, June 7, 1910.....	2.90

M. J. Culton, clerk:

Elec. Comb. case—New York, Oct. 31-Nov. 21, 1909.....	149.05
Night-rider cases—Cincinnati, Apr. 12-16, 1910.....	54.75

W. T. Denison, Assistant Attorney General:

Custom frauds—

New York and New Orleans, Mar. 31-Apr. 25, 1910.....	164.95
New York, Mar. 6-9, 1910.....	16.65

Wade H. Ellis, assistant to the Attorney General:

Merger case—New Haven, Boston, Nov. 16-18, 1908.....	68.85
Rebate cases—Chicago and Columbus, Feb. 12-15, 1909.....	110.00
Hepner case—New York City, Feb. 19-21, 1909.....	21.75
Powder Trust case—Philadelphia, Mar. 16-18, 1909.....	14.55
Standard Oil case—Columbus and Chicago, Mar. 27-Apr. 3, 1909.....	106.90
Powder Trust case—New York City, June 21-22, 1909.....	37.43
Elec. Comb. case—New York City, Oct. 21-26, 1909.....	70.25
Beef Trust case—Chicago and Columbus, Jan. 26-31, 1910.....	88.00
Elec. Comb. case—New York, Feb. 1-3, 1910.....	24.60
Elec. Comb. case—New York, Nov. 5-8, 1909.....	65.20

F. De C. Faust, special attorney:

Court of Claims—

Philadelphia, Pittsburg, Wheeling, Louisville, etc., July 3-31, 1907.....	180.14
Chicago, St. Paul, Aug. 1-30, 1907.....	78.21
New York, Sept. 26-28, 1907.....	20.35
Philadelphia, Oct. 25, 1907.....	3.45
New York, Chicago, Dec. 5-20, 1907.....	79.80
Chicago, June 19-30, 1908.....	54.69
Louisville, Ky., July 1-7, 1908.....	20.70
Philadelphia, July 13-14, 1908.....	9.25
Philadelphia, July 31, 1908.....	10.25
New York, York, Maine, Boston, etc., Aug. 12-26, 1908.....	77.04
New York and White Plains, Sept. 7-11, 1908.....	26.35
Indianapolis, Louisville, etc., Sept. 24-Oct. 5, 1908.....	113.86
Philadelphia, Nov. 23, 1908.....	10.45
New York City, Dec. 18-20, 1908.....	18.25
New York City, May 17-22, 1909.....	28.15
New York City, June 30, 1909.....	16.00
New York and return, July 1-3, 1909.....	18.85
Pittsburg, Cl. Tal., Chicago, Peoria, etc., July 14-29, 1909.....	154.69
Philadelphia, Aug. 7, 1909.....	10.90
Trenton and Philadelphia, Aug. 25-26, 1909.....	19.60
Philadelphia, Oct. 15, 1909.....	10.65
New York, Dec. 5-8, 1909.....	33.29
Philadelphia, Mar. 20-22, 1910.....	14.50

D. J. Field, chief clerk Library Association:	
Library Association—Minneapolis, June 19-29, 1908.....	\$80.34
Ref. to supplies—New York City, Oct. 22-24, 1908.....	31.60
Library Association—Pittsburg en route, June 30, 1910.....	12.00
J. A. Finch, pardon attorney:	
Inv. pardon cases—Oklahoma, Mar. 23-Apr. 23, 1908.....	61.27
S. W. Finch, chief examiner:	
Sup. wk. of exam.—New York City, Jan. 10-12, 1908.....	8.95
Sup. wk. of exam.—Muskogee, June 13-24, 1908.....	64.48
Sup. wk. of special agents—New York City, Apr. 23-27, 1909.....	24.50
Sup. wk. of special agents—Chicago, Apr. 10-12, 1909.....	43.00
Sup. wk. of exam.—New York City, July 6-8, 1908.....	39.10
Sup. wk. of exam.—Oklahoma City, etc., July 9-18, 1908.....	102.10
Sup. wk. of exam.—Chicago, Aug. 15-26, 1908.....	24.50
Sup. wk. of exam.—Lynchburg, Va., Sept. 4-9, 1908.....	36.30
Sup. wk. of exam.—Cleveland, etc., Oct. 3-10, 1908.....	84.99
Waynesburg Bank case—Waynesburg, Pa., and Pittsburg, Oct. 20-24, 1908.....	60.52
Sup. trans.—Chicago, Guthrie, etc., Nov. 4-29, 1907.....	220.75
Joseph A. Fowler, Assistant Attorney General:	
Pure-food cases—Knoxville, Cincinnati, Kalamazoo, July 22-31, 1908...	43.43
Sugar Trust cases—New York City, Aug. 26-27, 1908.....	14.70
Rinehart case—Pittsburg, Jan. 5-15, 1909.....	57.00
Spec. Jur. Pres. and A. G.—Chattanooga, Apr. 7-14, 1909.....	35.82
Connection Ford Co.—Baltimore, Jan. 25, 1910.....	3.25
H. C. Gauss, private secretary:	
Official business—	
Baltimore, Md., July 1-5, 1907.....	3.70
Various places with A. G., July 13-Sept. 16, 1907.....	441.95
Baltimore, Md., Oct. 1-12, 1907.....	6.63
Baltimore, Md., Oct. 16, 1907.....	3.80
Baltimore, Md., Nov. 1-Dec. 7, 1907.....	22.35
Baltimore, Md., Dec. 23-28, 1907.....	4.30
Baltimore, Md., Feb. 1, 15, 18, 1908.....	5.15
Baltimore, Md., Mar. 7, 14, 21, 23, 1908.....	5.70
Baltimore, Mar. 28, Apr. 1 and 4, 1908.....	25.55
Baltimore, Apr. 11-18, 1908.....	3.45
Baltimore, Apr. 25 and May 1, 1908.....	3.72
Baltimore, May 9 and 23, 1908.....	3.47
Baltimore, May 30 and June 3, 1908.....	3.42
Philadelphia, June 15-17, 1908.....	33.36
Baltimore, July 8, 1908.....	3.40
Baltimore and Glenarm, July 1, 1908.....	4.68
Baltimore, July 5, 1908.....	3.35
New York and Lenox, Mass., July 13-17, 1908.....	51.95
Lenox, Mass., July and August, 1908.....	182.28
Baltimore, Sept. 19-Oct. 3, 1908.....	16.01
New York and Baltimore, Oct. 24-Nov. 5, 1908.....	42.39
Baltimore, Nov. 7-27, 1908.....	22.16
Baltimore and New York, Dec. 2-12, 1908.....	12.00
Baltimore, Dec. 20, 1908, Jan. 11, 1909.....	14.26
Baltimore (various trips), Jan. 23-Feb. 2-27, 1909.....	7.95
Peyton Gordon, special assistant to Attorney General:	
Conference—Oyster Bay, Sept. 16-18, 1907.....	20.75
Railroad land cases—	
Santa Fe, N. Mex., Oct. 1-31, 1907.....	216.37
Santa Fe, N. Mex., Nov. 1-30, 1907.....	154.47
Santa Fe, N. Mex., Dec. 2-31, 1907.....	179.01
Santa Fe, N. Mex., Jan. 1-30, 1908.....	178.60
Boise City, Mar. 8-31, 1908.....	177.42
Boise City, Apr. 1-30, 1908.....	173.89
Chemical cases—Chattanooga, May 1-31, 1908.....	215.05
Railroad land cases—McAlester, Okla., June 1-19, 1908.....	171.75
J. H. Graves, special attorney:	
Standard Oil case—	
Cleveland, Ohio, July 13-17, 1907.....	43.72
St. Paul, July 19-Aug. 21, 1907.....	143.20

J. H. Graves, special attorney—Continued.

Powder Trust case—	
New York City, Aug. 26-31, 1907.....	\$58.24
New York City, Sept. 1-30, 1907.....	218.34
Standard Oil case—	
New York City, Oct. 8-23, 1907.....	166.48
Chicago, Nov. 2-10, 1907.....	59.35
Tobacco Trust case—Richmond, Va., Nov. 13-16, 1907.....	26.55
Powder Trust case—Baltimore, Nov. 26, 1907.....	5.20
Tobacco Trust case—	
New York City, Dec. 1-12, 1907.....	85.27
New York City, Dec. 15-23, 1907.....	62.00
Powder Trust case—	
New York City, Dec. 26-31, 1907.....	42.51
New York City, Jan. 1-11, 1908.....	77.81
New York City, Jan. 13-20, 1908.....	52.76
New York City, Jan. 21-26, 1908.....	34.05
Standard Oil case—New York City, Feb. 4-20, 1908.....	123.35
Powder Trust case—New York City, Mar. 5-21, 1908.....	72.15
Standard Oil case—Cleveland, Ohio, Mar. 22-31, 1908.....	90.15
Tobacco Trust case—New York City, Apr. 1-16, 1908.....	103.08
Powder Trust case—	
New York City, May 1-3, 1908.....	32.24
New York City, May 7-11, 1908.....	26.50
New York City, May 22-31, 1908.....	65.08
New York City, June 1-5, 1908.....	29.56
Standard Oil case—Chicago, June 15-20, 1908.....	27.20
Powder Trust case—	
New York City, June 22-30, 1908.....	69.10
New York City, July 1-3, 1908.....	32.45
Standard Oil case—	
New York City, July 6-13, 1908.....	70.23
New York City, July 13-22, 1908.....	72.09
Powder Trust cases—Baltimore, July 28, 1908.....	6.25
Standard Oil cases—	
New York City, July 30-Aug. 7, 1908.....	56.70
St. Paul, Minn., Aug. 8-26, 1908.....	203.13
J. H. Graves, special assistant to Attorney General:	
Powder Trust cases—	
New York City, Aug. 31-Sept. 14, 1908.....	119.78
Philadelphia, Wilmington, Baltimore, Oct. 6-11, 1908.....	57.57
Standard Oil cases—	
New York City, Oct. 13-23, 1908.....	75.51
Chicago, Mar. 29-31, 1909.....	60.85
New York City, Nov. 11, 13, 16, 1908.....	45.12
New York City, Oct. 23-Nov. 2, 1908.....	92.15
Powder Trust cases—New York to Wilmington and return, Nov. 12, 1908.....	6.85
Standard Oil cases—	
New York City, Nov. 16-26, 1908.....	82.34
New York City, Nov. 29-Dec. 2, 1908.....	30.10
Powder Trust cases—New York to Wilmington, Dec. 2-3, 1908.....	27.07
Electric Invest.—Wilmington to New York, Dec. 4-6, 1908.....	29.88
Powder Trust cases—	
Cleveland, Ohio, Dec. 8-14, 1908.....	88.74
New York City, Dec. 16-20, 1908.....	43.40
New York City, Dec. 29, 1908-Jan. 4, 1909.....	63.10
Wilmington, Philadelphia, and New York City, Jan. 7-16, 1909.....	95.73
New York City, Jan. 20-25, 1909.....	55.80
New York City, Jan. 27-29, 1909.....	31.60
Electric Invest.—Philadelphia and New York City, Feb. 3-8, 1909.....	59.72
Powder Trust cases—	
New York City, Feb. 11-22, 1909.....	104.97
Wilmington and New York, Feb. 26-29, 1909.....	40.42
New York City, Mar. 6-11, 1909.....	44.75
New York City, Mar. 15-19, 1909.....	38.95
Philadelphia and New York, Mar. 22-25, 1909.....	37.65

J. H. Graves, special attorney—Continued.	
Standard Oil cases—Chicago, Mar. 29–31, 1909.....	\$60. 85
St. Louis, Mo., Apr. 1–12, 1909.....	142. 60
Powder Trust case—	
New York City, May 18–22, 1909.....	38. 60
Philadelphia and New York, June 8–9, 1909.....	27. 80
New York City, June 10–30, 1909.....	176. 88
New York City, July 1–2, 1909.....	18. 50
Asst. at Cotton Pool, Ind.—	
New York City, May 7–28, 1910.....	158. 00
New York City, May 31–June 17, 1910.....	174. 97
E. P. Grosvenor, special assistant to Attorney General:	
Interstate Commerce Commission cases—New York City, Jan. 22–24, 1909.....	44. 80
Commodities clause case—New York City, Oct. 2–4, 1909.....	23. 70
Rebate cases—Little Rock, Oct. 17–25, 1905.....	100. 05
Tobacco Trust cases, Cincinnati, Feb. 15–19, 1910.....	32. 80
Commodities clause case—Philadelphia, Feb. 20–25, 1910.....	34. 50
Missouri River rate case—Cincinnati, Mar. 21–26, 1910.....	65. 45
Glass Trust case—Pittsburg, Mar. 31–Apr. 8, 1910.....	64. 67
Night-riders case—Cincinnati, Ohio, Apr. 11–17, 1910.....	85. 27
Commodities cases—Philadelphia, Apr. 28–29, 1910.....	13. 70
Investigating Plumbing Trust:	
New York, May 10–14, 1910.....	35. 15
New York, May 23–25, 1910.....	25. 10
Injunction case v. R. R., St. L., Hannibal, etc., May 29–June 2, 1910..	102. 95
Investigating Plumbing Trust—New York, June 19–23, 1910.....	28. 70
Commodities cases—New York, Dec. 3–5, 1910.....	26. 10
J. J. Haney, chief messenger:	
Official business—	
Philadelphia, May 22, 1909.....	8. 75
New York, May 19–20, 1910.....	13. 55
W. R. Harr, special assistant to Attorney General:	
Indian cases—Madison, Wis., Feb. 4–27, 1908.....	134. 50
Land cases—	
Madison, Wis., Mar. 19–Apr. 17, 1908.....	216. 40
Salt Lake City, June 16–29, 1908.....	97. 90
Land fraud cases—San Francisco, July 1–Dec. 12, 1908.....	1,228.27
Employer's liability cases.....	17. 45
O. E. Harrison, special assistant to the Attorney General:	
Employer's liability case—New Haven, June 3–9, 1909.....	46. 15
Bituminous coal case—Columbus, Ohio, Aug. 7–Sept. 5, 1909.....	27. 10
Electrical combination case—	
New York, Nov. 11–15, 1909.....	49. 30
New York, Dec. 7–10, 1909.....	33. 50
Indianapolis, etc., Feb. 11–14, 1910.....	32. 10
New York, Feb. 22–24, 1910.....	31. 55
Wholesale Grocers Association—New York, Mar. 9–10, 1910.....	22. 10
Southern Wholesale Grocers' Association—	
New York, Mar. 31–Apr. 1, 1910.....	24. 30
Chicago, Columbus, etc., Apr. 18–22, 1910.....	34. 53
Baltimore, May 2, 1910.....	4. 35
Birmingham, etc., May 18, 26, 1910.....	85. 76
New York, June 8–9, 1910.....	7. 20
Henry Stanhope, assistant attorney:	
Court of Claims—	
Chattanooga, Feb. 19–29, 1908.....	50. 59
Jackson, Humboldt, Brownsville, etc., Mar. 1–3, 1908.....	89. 85
Little Rock, etc., Apr. 1–22, 1908.....	129. 85
Baltimore and Leonardtown, June 25–29, 1908.....	17. 85
Baltimore and Leonardtown, July 29–31, 1908.....	10. 10
Charleston, W. Va., Guscumbia, etc., Nov. 2–Dec. 7, 1908.....	308. 75
Evansville, Newport, Ark., Little Rock, etc., May 31–June 30, 1909.....	279. 16
Atlanta, Kershaw, Columbia, etc., July 1–8, 1909.....	50. 55
Roanoke, Va., Tillulah, La., etc., Sept. 4–Dec. 24, 1909.....	641. 66
San Antonio, Fort Worth, etc., Jan. 12–Feb. 21, 1910.....	277. 04
Chattanooga, Nashville, etc., June 1–30, 1910.....	284. 94

¹ Per day.

R. A. Howard, attorney:	
Peonage cases—New York City, Nov. 7-9, 1908.....	\$22. 00
H. M. Hoyt, Solicitor General:	
Land-fraud cases—New Mexico, Nov. 23-Dec. 7, 1907.....	103. 10
Conference—Lenox, Mass., July 27-30, 1908.....	33. 15
W. J. Hughes, attorney:	
Mount Copper case—	
San Francisco, Portland, etc., July 2-Aug. 1, 1908.....	325. 23
New York City, Aug. 11-23, 1908.....	37. 58
New York City, Dec. 27, 1908-Jan. 1, 1909.....	40. 00
New York City, Jan. 14-17, 1909.....	33. 20
G. E. Husted, assistant attorney:	
Union Pacific Railroad case—New York City, Dec. 29, 1908-Jan. 8, 1909.....	94. 30
Chemical cases—Knoxville, Tenn., Mar. 12-22, 1908.....	49. 65
Peonage prosecution—	
New York City, Oct. 16-23, 1908.....	42. 86
New York City, Nov. 20, 1908.....	126. 54
Union Pacific Railroad cases—Pittsburg and Cincinnati, Jan. 10-Feb. 1, 1909.....	174. 73
Union Pacific & Spokane Railway cases—Pittsburg, Cincinnati, and Cleveland, Feb. 2-14, 1909.....	150. 81
Union Pacific Railroad case—	
Chicago and St. Louis, Mar. 4-24, 1909.....	243. 47
Salt Lake City, San Francisco, etc., Mar. 31-Apr. 30, 1909.....	284. 20
San Francisco, May 1-18, 1909.....	323. 58
New York City, June 1-12, 1909.....	65. 54
New York City, Feb. 13-Mar. 4, 1910.....	137. 78
New York City, Apr. 3-6, 1910.....	40. 85
William S. Kenyon, assistant to the Attorney General:	
Cotton pool, Ind.—New York City, May 13-14, 1910.....	24. 55
Beef Trust cases—Chicago, St. Paul, etc., May 23-June 2, 1910.....	116. 13
Cotton and Beef Trust—New York and Chicago, June 8-12, 1910.....	87. 40
Beef Trust case—Chicago, June 25-28, 1910.....	66. 05
L. E. Kidwell, clerk:	
Court of Claims—New York City, Aug. 21-Sept. 11, 1909.....	59. 14
C. F. Kincheloe, special attorney:	
Court of Claims—	
New York, Boston, etc., July 5-25, 1907.....	121. 85
Falls Church, Fairfax Court House, etc., Mar. 5, Apr. 12-18, Feb. 26-29, 1908.....	49. 65
New York City, May 25-29, 1908.....	28. 40
New York City, June 19-27, 1908.....	79. 83
Wilmington, Del., July 17, 18, 1908.....	10. 51
Pittsburg, Decatur, etc., Oct. 4-Nov. 28, 1908.....	122. 66
Pittsburg, Feb. 15-16, 1909.....	28. 30
Philadelphia, Sept. 7-9, 1909.....	18. 92
St. Louis, Peoria, etc., Oct. 4-10, 1909.....	89. 20
New York and Philadelphia, Oct. 26-29, 1909.....	29. 00
New York City, Feb. 23-27, 1910.....	29. 75
Ernest Knaebel, attorney:	
Public-land matters—	
Denver, Chicago, Oct. 8-20, 1909.....	174. 80
Denver, Nov. 12-25, 1909.....	164. 02
St. Louis, June 9-27, 1910.....	47. 50
J. W. A. Kratz, special assistant to Attorney General:	
Elec. Comb case—	
New York, Dec. 7-10, 1909.....	32. 45
New York, Mar. 31-Apr. 1, 1910.....	22. 05
R. V. La Dow, assistant general agent:	
Prison business—	
Trenton and Columbia, July 17-31, 1907.....	36. 00
Philadelphia, Aug. 30-31, 1907.....	12. 10
Chicago, Sept. 2-20, 1907.....	56. 20
New York City, Nov. 7-9, 1907.....	14. 80
Superintendent of prisons, prison business—Philadelphia, Dec. 4, 1907.....	5. 75
Superintendent of prisons, prison work—	
New York, Apr. 15-16, 1908.....	9. 00
Leavenworth, etc., May 8-14, 1908.....	21. 60

R. V. La Dow, assistant general agent—Continued.

Superintendent of prisons, examination of prisons—	
Philadelphia and Trenton, Oct. 31, 1908.....	\$8. 80
Philadelphia and Trenton, Nov. 4-5, 1908.....	12. 30
Richmond, Va., Nov. 14-19, 1908.....	42. 19
Ang. Tr. prisoners—Philadelphia and Trenton, New York, Mar. 22-31, 1909.....	56. 05
Superintendent of prison, examination of prison—Leavenworth, Kans., Apr. 1-6, 1909.....	65. 75
Superintendent of prison, Conf. Int. prisons, etc.—Buffalo, June 10-13, 1909.....	29. 70

W. H. Lamar, assistant attorney:

Court of Claims—	
Baltimore, Fairfax, etc., July 6-31, 1907.....	92. 35
Louisville, etc., Sept. 1-30, 1907.....	171. 44
Hagerstown, Gettysburg, Westpoint, etc., Aug. 1-31, 1907.....	136. 43
Fort Worth, Dallas, etc., Oct. 1-30, 1907.....	117. 50
Jackson, Miss., etc., Apr. 1-24, 1908.....	152. 58
Atlanta, etc., Mar. 12-31, 1908.....	107. 70
Salisbury, Macksville, etc., July 21-30, 1908.....	48. 62
Chattanooga, Nashville, etc., Aug. 19-Dec. 5, 1908.....	808. 74
Salisbury, Bakersville, N. C., Dec. 1-5, 1909.....	65. 15
Baltimore, Md., Feb. 2-4, 1910.....	13. 80

E. W. Lawrence, special assistant to Attorney General:

Waynesburg Bank lease—Pittsburg, Oct. 19-24, 1908.....	50. 55
--	--------

M. W. Lemmond, clerk:

Naturalization, Newark, N. J., Feb. 23-24, 1910.....	17. 00
--	--------

W. R. Loney, clerk:

Surety cases—	
Boston, Dec. 8-12, 1907.....	26. 90
New York, Feb. 16-20, 1908.....	29. 55
Inv. bankruptcy case—	
New York, Aug. 29-Sept. 1, 1909.....	29. 00
Norfolk, Va., Nov. 29-Dec. 9, 1909.....	61. 87
Baltimore, Mar. 4-7, 1910.....	9. 70

C. W. Maupin, law clerk:

Condem. Prve.—New York, Morristown, N. J., Nov. 2-11, 1908.....	43. 49
---	--------

A. McD. McBlair, special assistant to the Attorney General:

Land cases (railroad)—	
Portland, Oreg., Aug. 1-31, 1907.....	160. 00
Portland, Oreg., Sept. 1-28, 1907.....	154. 50
Portland, Oreg., Oct. 1-10, 1907.....	170. 00
Buffalo, N. Y., Oct. 22-30, 1907.....	44. 87

C. H. McGlasson, clerk:

Re R. Beach, L. I.—	
New York, etc., Dec. 16-18, 1909.....	26. 95
Brooklyn, Feb. 10-11, 1910.....	19. 25

O. McKercher, assistant attorney:

Court of Claims—	
Elizabeth, N. C., etc., July 9-31, 1907.....	113. 04
Kansas City, etc., Aug. 1, 1907.....	173. 59
New York, Sept. 1, 1907.....	69. 78
Atlanta, Nov. 1-30, 1907.....	196. 23
Baltimore and Philadelphia, etc., Jan. 11-15, 1908.....	35. 30
Baltimore and Wilmington, Feb. 28-29, 1908.....	13. 83
San Francisco, Seattle, Omaha, etc., July 1-Aug. 24, 1908.....	470. 25
New York and Boston, Sept. 20-24, 1908.....	50. 90
Brooklyn, N. Y., Oct. 23-24, 1908.....	21. 90
Norfolk and Kinston, Nov. 28-Dec. 23, 1908.....	30. 20
New York, Jan. 17-22, 1909.....	44. 20
New York City, Feb. 25-28, 1909.....	34. 65
New Orleans, Birmingham, Atlanta, etc., May 1-16, 1909.....	174. 20
New York, Baltimore, Pittsburg, and Cleveland, June 1-27, 1909..	147. 10
Philadelphia, South Bethlehem, and New York, July 9-20, 1909...	92. 99
Atlanta, Marietta, etc., Aug. 2-13, 1909.....	112. 33
Old Point Comfort, Norfolk, etc., Sept. 27-29, 1909.....	24. 65

C. McKercher, assistant attorney—Continued.

Crude petroleum investigation—

Cleveland, etc., Oct. 4-24, 1909.....	\$221.24
Bradford, Nov. 3-7, 1909.....	35.31
Court of Claims—New York City, Nov. 18-21, 1909.....	30.40
Period Cl. House—New York City, Jan. 21-23, 1910.....	29.45
Standard Oil case—Memphis, etc., Mar. 15-31, 1910.....	159.25
Cotton pool, Ind.—New York, Apr. 13-20, 1910.....	65.35
May 3-June 1, 1911.....	334.71

W. F. Norris, attorney:

Court of Claims—

Parkersburg, Ravenswood, etc., Aug. 31-Sept. 25, 1909.....	158.28
Gettysburg, Hagerstown, etc., Oct. 12-16, 1909.....	16.49
Baltimore, Oct. 27, 1909.....	2.45
Lexington, Ky., Nov. 28-Dec. 4, 1909.....	66.12
Nashville, Memphis, etc., June 16-23, 1910.....	89.50

E. D. O'Connor, clerk:

Peonage cases—Charles Town, W. Va., July 8-13, 1907.....	30.01
--	-------

O. E. Pagan, special assistant to Attorney General:

Standard Oil case—

Chicago, July 5-31, 1907.....	153.04
Chicago, Aug. 1-29, 1907.....	143.94
Chicago, Sept. 1-20, 1907.....	172.82

Tobacco Trust case—

New York City, Oct. 1-31, 1907.....	191.32
New York City, Dec. 1-21, 1907.....	146.45

Standard Oil case—

New York City, Jan. 2-31, 1908.....	165.22
New York City, Feb. 4-29, 1908.....	156.22

Tobacco Trust case—

New York City, Mar. 17-24, 1908.....	54.33
New Orleans and Mobile, Apr. 10-30, 1908.....	123.81

Standard Oil case—Chicago, May 1-31, 1908.....	198.76
--	--------

Paper Trust case—Boston, June 1-22, 1908.....	122.49
---	--------

Standard Oil case—

New York and Chicago, July 1-Aug. 1, 1908.....	174.04
Chicago, St. Paul, and Pittsburg, Aug. 1-27, 1908.....	204.97

New York City, Sept. 7-22, 1908.....	125.96
--------------------------------------	--------

New York City, Dec. 13-18, 1908.....	47.60
--------------------------------------	-------

New York City, Jan. 4-6, 1909.....	54.15
------------------------------------	-------

American Tobacco Co. case—

Chicago and New York, Feb. 3-Mar. 1, 1909.....	210.62
New York City, Mar. 1-3, 1909.....	31.16

Standard Oil case—

Helena, Mont., Apr. 18-30, 1909.....	170.30
Helena to Cheyenne and return to Washington, May 1-18, 1909.....	108.92

American Sugar Refining Co.—New York City, June 9-30, 1909.....	155.45
---	--------

Paper Trust case—

New York City, July 1-15, 1909.....	45.85
New York City, Aug. 8-21, 1909.....	103.59

Sugar Trust case—New York, Sept. 1-30, 1909.....	158.17
--	--------

Paper Trust case—New York, Oct. 14-23, 1909.....	74.46
--	-------

L. & N. rebate cases—Louisville, Ky., Nov. 17-21, 1909.....	40.00
---	-------

Sugar Trust case—

New York, Nov. 28-Dec. 1, 1909.....	29.00
-------------------------------------	-------

New York, Dec. 1-11, 1909.....	86.84
--------------------------------	-------

Beef Trust investigation—Chicago, Jan. 26-Mar. 4, 1910.....	326.15
---	--------

Beef Trust case—Chicago, Mar. 9-27, 1910.....	173.91
---	--------

Cotton and Beef Trust cases—Jersey City and Savannah, Apr. 13-June 18, 1910.....	538.22
--	--------

M. D. Purdy, assistant to Attorney General:

Tobacco Trust case—New York City, July 9-11, 1907.....	28.78
--	-------

Standard Oil case—

New York City, Oct. 9-12, 1907.....	39.45
-------------------------------------	-------

New York City, Jan. 3-Feb. 1, 1908.....	26.50
---	-------

M. D. Purdy, assistant to Attorney General—Continued.

Tobacco Trust case—	
New York City, Mar. 11-12, 1908.....	\$18. 00
New York City, Apr. 15-17, 1908.....	16. 20
Paper Trust case—New York City, June 29-30, 1908.....	10. 00
Coal case—	
New York City, June 30, 1908.....	17. 25
New York City, July 1, 1908.....	17. 25
A. A. Richards, special assistant to Attorney General:	
New York City, Dec. 6-8, 1908.....	31. 70
Charles M. Ricketts, clerk and stenographer to Attorney General:	
Stenographer to Attorney General—	
New York City, Aug. 9-27, 1909.....	91. 09
New York City, Aug. 30-31, 1909.....	21. 75
V. N. Roadstrum, special agent:	
Powder Trust case—	
Wilmington, Del., July 29-31, 1907.....	19. 00
Wilmington, Del., Aug. 1-31, 1907.....	207. 04
New York City, Sept. 1-30, 1907.....	227. 45
New York City, Oct. 1-31, 1907.....	207. 20
New York City, Nov. 1-30, 1907.....	193. 90
New York City, Dec. 1-30, 1907.....	169. 85
New York City, Jan. 1-31, 1908.....	183. 24
New York City, Feb. 1-29, 1908.....	154. 70
New York City, Mar. 1-31, 1908.....	172. 32
Trenton, N. J., Apr. 1-25, 1908.....	156. 05
New York City, May 1-31, 1908.....	180. 65
New York City, June 1-30, 1908.....	234. 19
F. M. Roosa, clerk to Attorney General:	
Office business—	
New York, Albany, Kingston, Lenox, Mass., July 3-15, 1908.....	21. 17
Lenox, Mass., July 15-Aug. 5, 1908.....	75. 00
Connected New York office—	
New York, July 31-Sept. 20, 1909.....	123. 05
New York, Sept. 20-Oct. 4, 1909.....	208. 29
C. W. Russell, assistant to Attorney General:	
Peonage cases—	
New York City, July 3-31, 1907.....	59. 22
New York City, Aug. 18-19, 1907.....	16. 70
Charleston, W. Va., Nov. 18-Dec. 8, 1907.....	124. 90
New Orleans, Dec. 26-Jan. 20, 1908.....	175. 02
Huntington, W. Va., Apr. 8-12, 1908.....	26. 13
New York City, Apr. 14-22, 1908.....	91. 58
New York City, Apr. 26-May 8, 1908.....	81. 13
Huntington, W. Va., June 1-6, 1908.....	43. 85
New York City, Aug. 24-29, 1908.....	60. 16
New York City, Aug. 28, 1908.....	13. 50
New York City, Sept. 2 and 3, 1908.....	14. 36
New York City, Oct. 16-Nov. 20, 1908.....	288. 95
New York and Philadelphia, Dec. 3-14, 1908.....	33. 05
Montgomery, Ala., Nov. 5-10, 1909.....	63. 39
E. T. Sanford, assistant to Attorney General:	
Chemical cases—	
Nashville, Tenn., July 20-30, 1907.....	82. 97
Nashville, Tenn., Sept. 20-26, 1907.....	44. 40
Fertilizer Trust case—Nashville, Tenn., Apr. 14-21, 1908.....	30. 75
W. W. Scott, assistant attorney:	
Court of Claims—	
Springfield, Mass., July 15-30, 1907.....	116. 48
Springfield, Mass., Aug. 4-14, 1907.....	83. 66
Keyser, W. Va., etc., Sept. 1, 1907.....	64. 95
Hartford, etc., Oct. 11-26, 1907.....	71. 35
Boston and Springfield, Jan. 9-15, 1908.....	26. 90
Martinsburg, Va., Feb. 7-8, 1908.....	9. 66
Clarksburg, Va., Fairmont, etc., Mar. 20-29.....	56. 35
Springfield, N. Y., etc., Apr. 19-23, 1908.....	20. 75
Louisville, etc., May 3-19, 1908.....	80. 25

W. W. Scott, assistant attorney—Continued.

Court of Claims—Continued.

New York, Hartford, Springfield, Grafton, etc., June 7-27, 1908....	\$100.79
New York, Hartford, July 8-10, 1908.....	32.15
Harpers Ferry, July 23-30, 1908.....	45.04
Richmond and various other places, Aug. 3-17, 1908.....	97.35
New York, Aug. 25-29, 1908.....	35.60
Clarksburg, Fairmont, etc., Sept. 1-8, 1908.....	32.90
New York, Buffalo, Dayton, etc., Oct. 5-15, 1908.....	67.35
Clarksburg, W. Va., Oct. 30, 31, 1908.....	28.25
Richmond, Va., Dec. 11, 12, 1908.....	15.00
New York and Springfield, Dec. 17-20, 1908.....	32.17
Clarksburg, Charleston, W. Va., Jan. 1-31, 1909.....	68.10
Baltimore and Annapolis, Mar. 19-23, 1909.....	9.00
New York City, Mar. 24-26, 1909.....	25.45
New York City, Apr. 15-17, 1909.....	20.55
Clarksburg, Elkins, etc., Apr. 19-23, 1909.....	32.10
Chicago, May 17-23, 1909.....	67.00
New York, May 31-June 6, 1909.....	70.00
Chicago, Or., Ill., etc., June 12-20, 1909.....	100.29
Fredericksburg, Richmond, Petersburg, Newbern, N. C., etc., July 12-22, 1909.....	81.40
Richmond, etc., Sept. 12-16, 1909.....	43.30
Clarksburg, W. Va., etc., Oct. 7-12, 1909.....	33.00
Alexandria, Va., Oct. 16, 1909.....	1.63
Remington, Culpeper, etc., Oct. 21-22, 1909.....	6.00
Clarksburg, Fairmont, Dec. 8-30, 1909.....	49.85
Philadelphia, Jan. 4, 1910.....	11.60
Charleston, W. Va., Jan. 14-15, 1910.....	12.10
Charleston, W. Va., Jan. 20-31, 1910.....	90.45
New York, San Juan, P. R., etc., Feb. 4-26, 1910.....	262.15
Martinsburg, W. Va., etc., Apr. 14-22, 1910.....	44.02
Clarksburg, W. Va., etc., May 19-22, 1910.....	23.75
Natchez, Miss., June 17-30, 1910.....	99.25
W. A. Sheehan, law clerk:	
Elec. Comb. case—New York, Oct. 23-31, 1909.....	59.60
Beef Trust inv.—Chicago, Jan. 26-31, 1910.....	56.20
S. B. Sheibley, attorney in charge of dockets:	
Surety cases—various places, Sept. 5-29, 1907.....	157.53
Inv. Banking cases, Norfolk, Va., Nov. 29-Dec. 9, 1909.....	63.43
C. R. Sherwood, clerk:	
Reference to supplies—New York City, Oct. 22-25, 1908.....	28.65
T. C. Spelling, special assistant to Attorney General:	
Commod. cases, Philadelphia, June 15-17, 1908.....	19.69
R. T. Strickland, examiner titles:	
Appra. stores—	
Boston, Brooklyn, N. Y., Aug. 5-10, 1908.....	62.45
New York, Brooklyn, Jersey City, Oct. 3-6, 1908.....	30.95
Re R. Beach, L. I.—	
Brooklyn, Dec. 8-10, 1909.....	21.30
Brooklyn, etc., Dec. 16-18, 1909.....	24.85
Consult A. G.—Baltimore, Jan. 17, 1910.....	3.65
Re R. Beach, L. I.—Brooklyn, Jan. 29-Feb. 1, 1910.....	31.50
Pine Pl. site—Watertown, N. Y., Feb. 9-13, 1910.....	45.36
Re R. Beach, L. I.—Brooklyn, Feb. 10-11, 1910.....	18.70
Customhouse—Wilmington, N. C., Feb. 16-18, 1910.....	28.50
Workhouse-jail site, Occoquan—Richmond, Va., Feb. 25-26, 1910.....	11.30
Navy-yard titles—Norfolk, Va., Apr. 1-4, 1910.....	18.40
Re R. Beach—	
New York, May 6-8, 1910.....	25.65
Brooklyn, etc., June 1-3, 1910.....	23.90
Brooklyn, June 30, 1910.....	13.50
John Q. Thompson, special attorney:	
Court of Claims—	
Philadelphia, July 1-18, 1907.....	104.32
New York, Oct. 16-20, 1907.....	27.05

John Q. Thompson, Assistant Attorney General:

Reid, N. Mex.—New York City, May 3-6, 1908.....	\$34. 60
Court of Claims—	
Chicago, June 12-19, 1908.....	59. 40
New York City, June 30, 1908.....	7. 75
New York City, July 1-6, 1908.....	43. 24
New York and Boston, July 21-Aug. 7, 1908.....	75. 70
Chicago, Kansas City, etc., Sept. 22-Oct. 15, 1908.....	117. 50
New York and Jersey City, Nov. 26-28, 1908.....	30. 60
Boston, Brunswick, Me., New York, July 16-26, 1909.....	86. 56
New York, Apr. 22-24, 1909.....	27. 35
Chicago, Kansas City, etc., Aug. 10-27, 1909.....	131. 95
New York and Jersey City, Sept. 6-12, 1909.....	54. 67

John W. Trainer, attorney:

Court of Claims—	
Baltimore and Pikesville, Apr. 13, 1909.....	3. 55
Philadelphia, Cape May, etc., July 30-Aug. 22, 1907.....	14. 35

M. E. Tucker, clerk:

Cotton pool, Ind.—New York, May 13-June 19, 1910.....	255. 67
---	---------

J. A. Van Orsdel, Assistant Attorney General:

Court of Claims—	
Cheyenne, July 20-Sept. 23, 1907.....	90. 30
Norfolk, Oct. 25-28, 1907.....	23. 30

H. A. Veith, assistant attorney:

Surety cases—Boston, Feb. 16-20, 1908.....	29. 55
--	--------

B. J. Wagner, clerk:

Waynesburg Book case—Pittsburg and Waynesburg, Oct. 19-24, 1908...	36. 59
--	--------

R. T. Way, clerk, War Department:

Meeley Custom cases—New York (2 trips), Sept. 23-Oct. 3, 1908.....	105. 10
--	---------

G. W. Wickersham, Attorney General:

Consultation—New York and Boston, Sept. 11-13, 1909.....	16. 30
--	--------

Inspecting United States penitentiary—Atlanta, Ga., Oct. 22-25, 1909..	67. 90
--	--------

Sundry matters—

Philadelphia, Nov. 12, 1909.....	9. 00
New York City, Dec. 28, 1909-Jan. 1, 1910.....	37. 04
New York, Mar. 5-14, 1910.....	27. 25

L. A. Wilmer, special Assistant Attorney General:

Commodity cases—Philadelphia, May 13-June 5, 1908.....	37. 00
--	--------

Coal cases—Philadelphia, June 15-17, 1908.....	27. 30
--	--------

Commodity cases—

Philadelphia, Sept. 14-27, 1908.....	46. 30
Philadelphia, Sept. 5-8, 1908.....	33. 54

Investigating officials—Juneau, Alaska, Jan. 16-Mar. 18, 1909.....	666. 00
--	---------

But the figures and dates here given are misleading and deceptive, for so were the annual reports, as I will explain when I get all the data and documents before you. Next I will place before you statements recently furnished by the department showing the disbursements for traveling expenses to Frank B. Kellogg and J. C. McReynolds.

I better dispose of these exhibits. I suggest, Mr. Chairman, that you make Exhibit No. 2 the letter from the Attorney General, which is necessary in order to examine those exhibits, and then make those Exhibits A, B, C, etc., to the Attorney General's letter, because these other papers are exhibits to his letter. That will make them all intelligible.

THE CHAIRMAN. These are the papers that accompanied the letter of the Attorney General?

MR. SPELLING. Yes, sir; they are marked "Exhibits A, B, and C," etc., already.

(The exhibits referred to follow:)

EXHIBIT No. 2.

OFFICE OF THE ATTORNEY GENERAL,
Washington, D. C., June 29, 1911.

HON. JACK BEALL,

*Chairman Committee on Expenditures in the Department of Justice,
House of Representatives.*

MY DEAR MR. BEALL: Replying to your favor of June 17, 1911, requesting certain information regarding the expenditures in the Department of Justice, I beg leave to submit the following:

First. Statements showing in detail all disbursements made to or on account of services of Frank B. Kellogg and J. C. McReynolds from July 1, 1907, to the date of your letter, June 17, 1911. (Exhibits A and B.)

Second. Statements showing in detail all disbursements to the said Kellogg and McReynolds or on their account for traveling and personal expenses during the same period. (Exhibits C and D.)

I have not been able in all cases to show the case or nature of business for the expenses of Mr. McReynolds, as this information does not show on all of the vouchers. If you deem it of sufficient importance, I shall be glad to write to Mr. McReynolds and have him furnish this information.

Third. Copies of all appointments or contracts of employment by the Government of said Kellogg and McReynolds under which services were performed during the period above stated. (Exhibits E and F.)

Fourth. An itemized statement of all transportation furnished on request to or on account of employees named below during the period covered by the annual reports wherein the disbursements for traveling expenses are shown in detail: R. M. Allen, George M. Anderson, P. M. Ashford, M. C. Burch, Frank Cole, A. W. Cooley, Wade H. Ellis, O. J. Field, Peyton Gordon, J. H. Graves, E. P. Grosvenor, W. R. Harr, Clark McKercher, and C. W. Russell. (Exhibit G.)

No transportation requests were issued to or used by Charles J. Bonaparte, H. C. Gauss, or L. A. Wilmer.

In view of the fact that subsequent to the fiscal year 1908 this statement of traveling expenses was compiled by combining the amount of transportation furnished on transportation orders with the amount of traveling expenses paid for in cash, and in view of the further fact that in some cases slight discrepancies were noticed in the statements in the annual report, it was thought advisable to make up a complete statement of our own rather than to use the typewritten statement which you loaned to the disbursing clerk.

Fifth. Copies of all rules and regulations put in force by the immediate predecessor of the present Attorney General or in force during his incumbency. (Exhibit H.)

By this I understand that you desire copies of rules and regulations covering traveling expenses only, and not all rules and regulations of the department, the vast majority of which would be entirely valueless for your purpose. The regulations herewith submitted are general in their character and apply alike to all officers and employees, except in individual cases where exceptions have been made, or where such expenses are provided by law.

The statement of traveling expenses of the persons named in your letter, as compiled from the annual report and which you loaned to the disbursing clerk, is returned herewith.

Respectfully,

GEO. W. WICKERSHAM,
Attorney General.

EXHIBIT A TO ATTORNEY GENERAL'S LETTER.

Statement showing disbursements made on account of services to Frank B. Kellogg from July 1, 1907, to June 17, 1911.

1907.		
Sept. 30.	On account of services to begin and conduct suits and prosecutions arising under interstate and antitrust laws against the Standard Oil Co. and others.....	\$3,000.00
Dec. 23.	Do.....	3,000.00
1908.		
Apr. 7.	Do.....	3,000.00
June 29.	Do.....	3,000.00
Sept. 30.	Do.....	3,000.00

1909.			
Jan.	2.	On account of services to begin and conduct suits and prosecutions arising under interstate and antitrust laws against the Standard Oil Co. and others	\$3,000.00
Apr.	1.	Do.....	3,000.00
June	30.	Do.....	3,000.00
Dec.	8.	In full payment to Dec. 3, 1909, for services to begin and conduct suits and prosecutions arising under interstate and antitrust laws against the Standard Oil Co. and others.....	25,000.00
1911.			
Feb.	2.	In the case of Standard Oil Co. of New Jersey and others, appellants, v. The United States, for making a brief and assisting in the argument in the Supreme Court of the United States from Dec. 8, 1909, to about Apr. 1, 1910; for briefing and assisting in the argument in December, 1910, and January, 1911; and in full for all services in the above-entitled matter to date.....	10,000.00

EXHIBIT B TO ATTORNEY GENERAL'S LETTER.

Statement showing disbursements made on account of services to J. C. McReynolds from July 1, 1907, to June 17, 1911.

1907.			
July	2.	Salary for June, 1907.....	\$1, 333. 34
Aug.	1.	Salary for July, 1907.....	1, 333. 33
Sept	3.	Salary for August, 1907.....	1, 333. 33
Sept.	30.	Salary for September, 1907.....	1, 333. 34
Nov.	5.	Salary for October, 1907.....	1, 333. 33
Dec.	2.	Salary for November, 1907.....	1, 333. 33
1908.			
Jan.	10.	Salary for December, 1907.....	1, 333. 34
Feb.	10.	Salary for January, 1908.....	1, 333. 33
Mar.	2.	Salary for February, 1908.....	1, 333. 33
Apr.	2.	Salary for March, 1908.....	1, 333. 34
May	5.	Salary for April, 1908.....	1, 333. 33
June	3.	Salary for May, 1908.....	1, 333. 33
July	3.	Salary for June, 1908.....	1, 333. 34
Sept.	3.	Salary for July and August, 1908.....	2, 666. 66
Oct.	1.	Salary for September, 1908.....	1, 333. 34
Nov.	2.	Salary for October, 1908.....	1, 333. 33
Dec.	1.	Salary for November, 1908.....	1, 333. 33
1909.			
Jan.	13.	Salary for December, 1908.....	1, 333. 34
Feb.	2.	Salary for January, 1909.....	1, 333. 33
Mar.	2.	Salary for February, 1909.....	1, 333. 33
Apr.	2.	Salary for March, 1909.....	1, 333. 34
May	1.	Salary for April, 1909.....	1, 333. 33
June	3.	Salary for May, 1909.....	1, 333. 33
July	3.	Salary for June, 1909.....	1, 333. 34
Aug.	2.	Salary for July, 1909.....	1, 333. 33
Sept.	1.	Salary for August, 1909.....	1, 333. 33
Oct.	1.	Salary for September, 1909.....	1, 333. 33
Nov.	2.	Salary for October, 1909.....	1, 333. 33
Dec.	3.	Salary for November, 1909.....	1, 333. 33
1910.			
Jan.	3.	Salary for December, 1909.....	1, 333. 34
Feb.	2.	Salary for January, 1910.....	1, 333. 33
Mar.	1.	Salary for February, 1910.....	1, 333. 33
Apr.	2.	Salary for March, 1910.....	1, 333. 34
May	2.	Salary for April, 1910.....	1, 333. 33
June	1.	Salary for May, 1910.....	1, 333. 33
July	1.	Salary for June, 1910.....	1, 333. 33

1910.

Aug. 1.	Salary for July, 1910	\$1, 333. 33
Sept. 1.	Salary for August, 1910	1, 333. 33
Oct. 1.	Salary for September, 1910	1, 333. 34
Nov. 1.	Salary for October, 1910	1, 333. 33
Dec. 2.	Salary for November, 1910	1, 333. 33

1911.

Jan. 3.	Salary for December, 1910	1, 333. 34
Feb. 1.	Salary for January, 1911	1, 333. 33
Mar. 1.	Salary for February, 1911	1, 333. 33
Apr. 1.	Salary for March, 1911	1, 333. 34
May 1.	Salary for April, 1911	1, 333. 33
June 1.	Salary for May, 1911	1, 333. 33

EXHIBIT C TO ATTORNEY GENERAL'S LETTER.

Statement showing disbursements made on account of traveling and personal expenses to Frank B. Kellogg from July 1, 1907, to June 17, 1911.

1907.

Dec. 23.	Standard Oil case	\$3, 282. 86
----------	-------------------------	--------------

1908.

Apr. 7.	Do	1, 695. 97
June 29.	Do	806. 03
Sept. 30.	Do	1, 094. 60
Sept. 30.	Union Pacific case	3, 129. 04

1909.

Jan. 2.	Standard Oil case	2, 769. 22
Jan. 2.	Union Pacific case	1, 866. 85
Apr. 1.	Standard Oil case	2, 185. 43
Apr. 1.	Union Pacific case	2, 036. 75
June 30.	Standard Oil case	817. 59

1910.

Apr. 2.	Do	2, 149. 42
Feb. 11.	Do	727. 94

EXHIBIT D TO ATTORNEY GENERAL'S LETTER.

Statement showing disbursements made on account of traveling and personal expenses to J. C. McReynolds from July 1, 1907, to June 17, 1911.

July 2, 1907.....	\$44. 00
Sept. 19, 1907.....	19. 25
Nov. 5, 1907.....	74. 80
Jan. 10, 1908, Tobacco Trust case.....	102. 65
Feb. 10, 1908, Tobacco Trust case.....	119. 00
Mar. 2, 1908, Tobacco Trust case.....	21. 50
June 3, 1908, U. S. v. Anthracite Railroads and Others.....	5. 25
July 3, 1908.....	10. 00
Sept. 3, 1908, conference with the Attorney General	31. 20
Oct. 1, 1908.....	15. 00
Nov. 2, 1908, U. S. v. Reading Co. et al	31. 00
Dec. 1, 1908.....	57. 50
Feb. 2, 1909.....	170. 05
Apr. 2, 1909.....	47. 00
May 1, 1909.....	64. 50
June 3, 1909.....	32. 50
July 3, 1909.....	24. 50
Oct. 1, 1909, U. S. v. Reading Co. et al	15. 00

Nov. 2, 1909, U. S. v. American Tobacco Co. et al.....	\$32. 50
Dec. 3, 1909.....	42. 50
Jan. 3, 1910.....	15. 00
Feb. 2, 1910.....	62. 50
Mar. 1, 1910.....	45. 00
Apr. 2, 1910.....	55. 00
May 2, 1910.....	75. 30
June 1, 1910.....	56. 50
Nov. 1, 1910.....	62. 50
Dec. 2, 1910.....	23. 25
Jan. 3, 1911.....	62. 35
Feb. 1, 1911.....	93. 25
Mar. 1, 1911.....	32. 50
Apr. 1, 1911.....	28. 25

EXHIBIT E TO ATTORNEY GENERAL'S LETTER.

JULY 24, 1906.

FRANK B. KELLOGG, Esq.,
St. Paul, Minn.

SIR: You are hereby appointed a special assistant to the Attorney General, and employed as special counsel of the Department of Justice, to begin and conduct suits and prosecutions and any kind of legal proceedings, civil or criminal, in behalf of the United States, in any court of any judicial district, including grand jury proceedings, arising under the interstate commerce and antitrust laws of the United States, against the Standard Oil Co., its officers and agents, and against other corporations and persons producing, refining, dealing in or transporting oil or the products thereof.

Your compensation will be determined by the Attorney General upon the completion of your services, and will be payable from the appropriation for the "Enforcement of antitrust laws."

This appointment is subject to any change which may be made by this department.

You should execute and file with this department the customary oath of office.

Respectfully,

H. M. HOYT, *Acting Attorney General.*

OCTOBER 18, 1907.

FRANK B. KELLOGG, Esq.,
Merchants' National Bank Building, St. Paul, Minn.

SIR: Your appointment, under date of July 24, 1906, as special assistant to the Attorney General, and your employment as special counsel of the Department of Justice, are hereby extended to include the investigation and prosecution of the case of the United States v. The Union Pacific Railroad Co. and others.

The terms of said appointment, in respect to your compensation, will also apply to this additional service.

Respectfully,

CHARLES J. BONAPARTE,
Attorney General.

AUGUST 13, 1908.

FRANK B. KELLOGG, Esq.,
Merchants' National Bank Building, St. Paul, Minn.

SIR: Your appointment, under date of July 24, 1906, as a special assistant to the Attorney General, and your employment as special counsel of the Department of Justice, are hereby extended to include the investigation and prosecution of the case of the United States against the Standard Oil Co. of Indiana, with authority to conduct grand jury proceedings.

The terms of said appointment, in respect to your compensation, will also apply to this additional service.

Respectfully,

CHARLES J. BONAPARTE,
Attorney General.

EXHIBIT F TO ATTORNEY GENERAL'S LETTER.

FEBRUARY 8, 1907.

SIR: You are hereby appointed a special assistant to the Attorney General and employed as special counsel of the Department of Justice, to begin and conduct suits, prosecutions, and any kind of legal proceedings in behalf of the United States, in any court of any judicial district, arising under the interstate commerce and antitrust laws of the United States, against the so-called Tobacco Trust, its officers and agents, or against other corporations and persons producing, manufacturing, dealing in, or transporting tobacco or the products thereof.

This appointment will also cover such other cases, not including matters connected with the case against the Fertilizer Trust, as may be assigned to you from time to time by the Attorney General, and is subject to any change which may be made by this department.

Your compensation will be at the rate of \$16,000 per year, payable from the appropriation for "Enforcement of antitrust laws," and your actual, necessary, and reasonable expenses of travel while engaged in this work away from your official residence in New York City or elsewhere, as fixed by the department, will be paid.

It is understood that this arrangement will continue for two years from the date hereof, but may be terminated upon three months' notice from you, or, in case of a change in the office of the Attorney General, within that time if the new incumbent sees fit.

Before entering upon duty execute and forward to this department the necessary oath of office.

Respectfully,

CHARLES J. BONAPARTE,
Attorney General.

HON. JAMES C. McREYNOLDS,
The Aberdeen, 17 West Thirty-second Street, New York, N. Y.

FEBRUARY 11, 1907.

HON. JAMES C. McREYNOLDS,
The Aberdeen, 17 West Thirty-second Street, New York, N. Y.

SIR: Your appointment as special assistant to the Attorney General, dated the 8th instant, is hereby amended to the extent that the compensation named therein will begin on the 1st instant and will be paid in monthly installments.

Respectfully,

CHARLES J. BONAPARTE,
Attorney General.

MARCH 13, 1907.

SIR: Under the terms of your appointment, dated February 8, 1907, as a special assistant to the Attorney General, the preparation and argument in the Supreme Court of the United States of the cases named below are hereby assigned to you without additional compensation:

William McCoach, collector of internal revenue, petitioner, *v.* The Philadelphia Trust, Safe Deposit and Insurance Company and John B. Morton, executors of Margaretta R. Holbrook, deceased.

William McCoach, collector of internal revenue, petitioner, *v.* The Philadelphia Trust, Safe Deposit and Insurance Company and Henry Carver, executors under the will of Mary A. Allison, deceased.

William McCoach, collector of internal revenue, petitioner, *v.* George W. Norris, W. Felix Norris, and Annetta E. Norris, executors of the last will and testament of William E. Norris, deceased.

The United States, petitioner, *v.* The Marion Trust Company, trustees of the estate of Mason J. Osgood, deceased.

Respectfully,

M. D. PURDY,
Acting Attorney General.

HON. JAMES C. McREYNOLDS,
The Aberdeen, 17 West Thirty-second Street, New York City.

FEBRUARY 24, 1908.

HON. JAMES C. McREYNOLDS,
Special Assistant to the Attorney General,
 141 Broadway, New York City.

SIR: Your appointment as a special assistant to the Attorney General, dated February 8, 1907, is hereby further amended and extended to include the case of the United States v. The Reading Company et al., of which case you will take full charge as counsel in behalf of the Government in place of Alexander Simpson, jr., who has resigned. Further instructions are contained in another letter to you of this date.

This extension makes no change in your present appointment as regards your compensation.

Respectfully,

CHARLES J. BONAPARTE,
Attorney General.

SEPTEMBER 16, 1908.

HON. J. C. McREYNOLDS,
Special Assistant to the Attorney General,
 141 Broadway, New York, N. Y.

SIR: Your appointment dated February 8, 1907, is hereby further amended, so that you will be allowed, while away from New York City on official business, \$10 a day in lieu of expenses, except railroad fare, Pullman fare, and telegrams, which items can be charged for separately and in addition to the per diem of \$10.

Respectfully,

H. M. HOYT,
Acting Attorney General.

JANUARY 19, 1909.

HON. JAMES C. McREYNOLDS,
Special Assistant to the Attorney General,
 141 Broadway, New York, N. Y.

SIR: Your appointment, dated February 8, 1907, as a special assistant to the Attorney General, is hereby extended so as to continue in effect until the close of March 8, 1909.

Respectfully,

CHARLES J. BONAPARTE,
Attorney General.

MARCH 9, 1909.

HON. JAMES C. McREYNOLDS,
Special Assistant to the Attorney General,
 141 Broadway New York, N. Y.

SIR: Your appointment, dated February 8, 1907, as a special assistant to the Attorney General, is hereby further extended for 30 days, commencing to-day.

Respectfully,

GEORGE W. WICKERSHAM,
Attorney General.

MARCH 23, 1909.

HON. JAMES C. McREYNOLDS,
 141 Broadway, New York City.

SIR: You are hereby appointed a special assistant to the Attorney General and employed as special counsel of the Department of Justice, to begin and conduct suits and prosecutions and any kind of legal proceedings, civil or criminal, in behalf of the United States, in any court of any judicial district, including grand jury proceedings, which district attorneys now are or hereafter may be by law authorized to conduct, arising under the interstate commerce, antitrust, or other laws of the United States, against the Reading Co., the Philadelphia & Reading Railway Co., the Central Railroad Co. of New Jersey, the Lehigh Valley Railroad Co., the Delaware, Lackawanna & Western Railroad Co., the Erie Railroad Co., the New York, Susquehanna & Western Railroad Co., the Delaware & Hudson Co., the Pennsylvania Railroad Co., the New York, Ontario & Western Railway Co., and the Temple Iron Co., their officers, agents, or employees, or any corporation controlled by either of them through stock ownership or otherwise, or any corporation whose railroad or other property is leased by either of them, or any person or corporation having dealings with either of them in relation to the mining, shipping, transporting, buying, or selling of or other dealing

in anthracite coal, or against any other corporation or person so engaged; and you are thereto hereby specifically directed.

Your compensation under this appointment will be that received by you under your appointment dated February 8, 1907, as a special assistant to the Attorney General.

This appointment is subject to any change which may be made by this department. You should execute and forward the necessary oath of office.

Respectfully,

GEO. W. WICKERSHAM, *Attorney General.*

APRIL 10, 1909.

HON. JAMES C. McREYNOLDS,
141 Broadway, New York City.

SIR: Your appointment dated March 23, 1909, as a special assistant to the Attorney General, will be considered as an amplification and indefinite extension of your former appointment, dated February 8, 1907, and under it you will continue to receive the salary and allowance provided for by said former appointment, namely, compensation at the rate of \$16,000 per annum and \$10 a day in lieu of subsistence (except railroad fare and telegrams), when on duty away from New York City.

Respectfully,

GEO. W. WICKERSHAM,
Attorney General.

JULY 9, 1910.

JAMES C. McREYNOLDS, Esq.,
141 Broadway, New York, N. Y.

SIR: Your appointment of February 8, 1907, as a special assistant to the Attorney General, is hereby further extended to embrace all proceedings in the matter of communications with or proceedings against the State of New York, or any subsidiary body, regarding the pollution by sewage of the waters of New York Harbor.

Respectfully,

J. A. FOWLER,
Acting Attorney General.

EXHIBIT G TO ATTORNEY GENERAL'S LETTER.

Statement of all transportation furnished on request to or on account of employees during period covered by annual reports wherein disbursements for traveling expenses are shown in detail.

R. M. ALLEN, SPECIAL ASSISTANT TO ATTORNEY GENERAL.

Nature of cases.	Destination.	Date.	Ex- penses.	Trans- porta- tion requests.
Pure-food law.....	Lexington to Washington, Balti- more; Washington to Lexington; Lexington to Washington, D. C.	Feb. 14-29, 1908.....	\$19.95	\$30.00
Do.....	Two trips to Baltimore; Washing- ton, D. C., to Boston and return.	Mar. 1-31, 1908.....	151.62	23.35
Do.....	Pittsburg, Dayton, Maysville, Ky., to Washington, D. C.; Boston, New York City, and return.	Apr. 1 to May 3, 1908....	246.56	50.40
Do.....	Philadelphia and return.....	May 5-7, 1908.....	29.85	.....
Do.....	New Orleans, Lexington, Ky., New York, Youngstown, Ohio, Detroit, Mich.	June 2-27, 1909.....	84.60	68.70
Do.....	Baltimore and return.....	July 3, 1908.....	4.90	.....
Do.....	Chicago and return.....	July 10-14, 1908.....	21.35	44.50
Do.....	Guthrie, Okla., Mackinac, Detroit, Pittsburg, Cincinnati, Springfield, Ill., Bloomington, Chicago, Harris- burg.	July 24 to Sept. 8, 1908..	382.13	175.58
Do.....	Detroit, Louisville, Ky., Cincinnati, Ohio.	Sept. 13-28, 1908.....	98.44	37.45
Do.....	Various trips to Baltimore.....	Oct. 3-28, 1908.....	94.00	.....
Do.....	New York and return.....	Nov. 8 to Dec. 8, 1908....	127.87	13.30
Do.....	Baltimore and return.....	Dec. 17, 1908.....	8.75	.....

Statement of all transportation furnished on request to or on account of employees during period covered by annual reports wherein disbursements for traveling expenses are shown in detail—Continued.

R. M. ALLEN, SPECIAL ASSISTANT TO ATTORNEY GENERAL—Continued.

Nature of cases.	Destination.	Date.	Ex- penses.	Trans- porta- tion requests.
Pure-food law.....	Cincinnati and return; Cincinnati, Lexington, and return.	Jan. 1-31, 1909.....	\$78.27	\$54.85
Do.....	Cincinnati, Louisville, and return; Cincinnati, Lexington, and return.	Feb. 2-28, 1909.....	99.30	55.35
Do.....	Lexington, Ky., and return.	Apr. 1-17, 1909.....	111.20	14.35
Do.....	Cleveland, Ohio, and return.	July 9 to Aug. 3, 1909....	32.58	27.85
Do.....	Lexington, Ky., Cincinnati, Ohio.	Aug. 9 to Sept. 10, 1909..	23.96	27.85
Do.....	Cleveland, Des Moines, Louisville, Ky., Lexington.	Sept. 14 to Oct. 18, 1909..	111.57	58.19
Do.....	New York City and return.	Oct. 21-26, 1909.....	34.55	10.00
Do.....	Cincinnati, Lexington.	Nov. 1 to Dec. 14, 1909..	30.20	16.50

GEORGE M. ANDERSON, SPECIAL ATTORNEY.

Court of Claims cases.	Fredericksburg, Va.; Richmond, Tunstall, West Point, Pine Beach, Norfolk, Portsmouth, Buckroe Beach, Oil Point.	July 8-14, 1907.....	\$37.00	.....
Do.....	Chicago; St. Paul, Minn.; Bozeman, Mont.; Helena, Great Falls, Butte, Mont.; Jamestown, N. Dak.; Oakes, S. Dak.; Gettysburg, S. Dak.; Forest City, S. Dak.; Cheyenne Agency, S. Dak.; Aberdeen, S. Dak.; Sioux City to Council Bluffs, Mo.; Kansas City, Mo.; Muskogee, McAlester, Atoka, Durant, Bennington, Tellequah, Greenville, Tex.; Shreveport, La.; Meridian, Miss.; Chattanooga.	Aug. 29 to Oct. 25, 1907..	273.44	\$147.45
Do.....	Norfolk, Old Point, Newport News, Va.; Hampton, Va.; Orlana, Va.	July 16-22, 1908.....	29.10	.....
Do.....	Cleveland, Ohio; Chicago, St. Paul, Omaha, Denver, Colorado Springs, Alamosa, Colo.; Durango, Silverton, Ironton, Ouray, Salida, Pueblo, Kansas City, Mo.; St. Louis.	Aug. 31; Sept. 1-31, 1908.	122.02	125.00
Do.....	Annapolis, Md.	Dec. 4.....	3.20	.....
Do.....	St. Louis, McAlester, Okla.; Ardmore, Oklahoma City, Atoka, Kiowa, Memphis, Tenn.; Yazoo City, Jackson, Meridian, Chattanooga.	Apr. 17-30; May 1-23, 1909.	156.35	80.95
Do.....	Chicago, St. Paul, Minn.; Stillwater, Minneapolis, Mahanomen, Melaca, Madison, Wis.; Mineral Point, Wis.	July 14-31; Aug. 1-13, 1909.	189.87	72.08
Do.....	Boston, Mass.; Bangor, Me.; Augusta, Portland, Rochester, N. Y.; Buffalo.	Aug. 23-31, 1909.....	81.16	16.75

P. M. ASHFORD, ATTORNEY.

Court of Claims cases.	New York, Boston, Philadelphia, New York and return; Halltown, W. Va.; Harpers Ferry, Shepherdstown, Martinsburg, Hagerstown.	July 11-31, 1907.....	\$80.36	\$19.30
Do.....	Hagerstown, Berryville, Boonsboro.	Aug. 1-3.....	13.51	.....
Do.....	Norfolk, Fortress Monroe, Hampton, Newport News, Boston.	Oct. 10-12; Oct. 27-29..	28.55	20.30
Do.....	Frederick, Md.; Washington Junction, Md.; Boonsboro, Md.; Sharpsburg, Md.	Nov. 25-27.....	10.25	.....
Do.....	New York and return.	July 19-21.....	13.90	10.00
Do.....	Pittsburg, Pa., and return.	Aug. 6-9, 1908.....	10.30	16.00
Do.....	Kedysville, Md.; Sharpsburg, Md.; Washington Junction, Barnesville, Md.; Poolesville, Md.; Barnesville.	Aug. 5, 8-9.....	12.20	.....

Statement of all transportation furnished on request to or on account of employees during period covered by annual reports wherein disbursements for traveling expenses are shown in detail—Continued.

P. M. ASHFORD, ATTORNEY—Continued.

Nature of cases.	Destination.	Date.	Ex- penses.	Trans- porta- tion requests.
Court of Claims cases.	Louisville, Ky.; Cincinnati, Ohio; Winchester, Ky.; Preston, Ky.; Owingsville, Ky.; Winchester, Ky.; Cincinnati, Ohio; Dayton, Ohio; Versailles, Ohio; Crestline, Ohio; Pittsburg, Pa.	Oct. 15-24.....	\$58.65	\$24.26
Do.....	Pittsburg, Pa., to Washington, D. C.	Nov. 3.....	4.45	8.00
Do.....	Montgomery, Ala.; Selma, Ala.; Atlanta, Ga.; Murphy, Asheville, N. C.	Jan. 8-15, 1909.....	30.40	48.22
Do.....	Pittsburg and return.....	Mar. 25-27.....	7.95	16.00
Do.....	Columbia, S. C., and return.....	Apr. 15-17.....	25.75	12.65
Do.....	New York and return.....	May 7-8.....	9.75	10.00
Do.....	Asheville, N. C.; Knoxville, Tenn.; Chattanooga, Valley Head; Cooper Height, Ga.; Adairsville, Ga.; Atlanta, Ga.; Newborn, Ga.; Acworth, Ga.; Savannah, Ga.	Aug. 6-21.....	95.32	44.45
Do.....	Philadelphia, New York.....	Sept. 18-31.....	35.18	5.65
Do.....	Philadelphia and return.....	Oct. 1-2.....	6.85	6.00
Do.....	Barnesville, Md.; Poolesville, Frederick, Boonsboro, Keedysville, Md.	Oct. 8-12.....	15.26	.....
Do.....	New York and return; New York, Philadelphia.....	Nov. 7-21.....	43.45	20.00
Do.....	New York and return; New York and return.....	Dec. 21-30.....	25.40	20.00
Do.....	New York and return.....	Apr. 20-23, 1910.....	17.70	10.00
Do.....	New York, New London, Conn.; Norwich and return.....	Jan. 4-7, 1910.....	25.25	10.00
Do.....	New York and return.....	Jan. 14-15, 1910.....	12.55	10.00
Do.....	Philadelphia and return.....	June 6-7, 1910.....	7.45	6.00
Do.....	New York and return.....	June 9-11, 1910.....	18.55	10.00
Do.....	.....do.....	June 18-23, 1910.....	10.45	10.00

M. C. BURCH, SPECIAL ASSISTANT TO ATTORNEY GENERAL.

Railroad land cases.	At Boise, Idaho.....	Sept. 1-30, 1907.....	\$243.68	.....
Do.....	Boise to Salt Lake City, Denver, Chicago, Detroit, Washington, D. C.; Washington, D. C., to Rochester, Mich.; Chicago, Denver.	Oct. 1-31, 1907.....	236.11	\$28.85
Do.....	Detroit, Grand Rapids, Holland, Mich.; Chicago, Denver.	Nov. 1-30, 1907.....	210.96	27.19
Do.....	Denver, Chicago, Detroit, Buffalo to Washington; Washington to New York, Buffalo, Chicago, Omaha, Denver.	Dec. 1-31, 1907.....	211.78	86.25
Do.....	Denver, Cheyenne, Chicago, New York, Detroit.	Jan. 1-31, 1908.....	307.85	52.55
Do.....	Detroit, Chicago, Denver.....	Feb. 1-29, 1908.....	252.62	22.60
Do.....	Denver, Evanston, Wyo.; Cheyenne.	Mar. 1-31, 1908.....	240.24	30.90
Do.....	Denver, Chicago, Detroit, New York, Washington, D. C.; Buffalo, Chicago, Denver, Evanston.	Apr. 1-30, 1908.....	216.80	101.30
Do.....	At Denver, Colo.....	May 1-31, 1908.....	201.62	.....
Do.....	Denver to Cheyenne, Chicago.....	June 1-30, 1908.....	218.56	46.50

FRANK COLE, PRIVATE SECRETARY.

Official business....	New York City.....	Aug. 8-31.....	\$20.07	\$6.90
Do.....	.....do.....	Sept. 1-9.....	190.39	6.90
Do.....	.....do.....	Nov. 1-3.....	18.73	.....
Do.....	Chicago.....	Nov. 17-20.....	5.35	42.00
Do.....	New York City.....	Dec. 23-31.....	17.20	14.55
Do.....	.....do.....	Mar. 7-12.....	37.15	14.55

Statement of all transportation furnished on request to or on account of employees during period covered by annual reports wherein disbursements for traveling expenses are shown in detail—Continued.

A. W. COOLEY, ASSISTANT ATTORNEY GENERAL.

Nature of cases.	Destination.	Date.	Ex- penses.	Trans- porta- tion requests.
Naturalization cases	Boston to Providence, Brockton, New York, Albany, Washington, D. C.	July 30 to Aug. 2, 1907...	\$45.44	.....
Do.....	New Haven, Conn., and return....	Aug. 7-12, 1907.....	46.85	\$7.15
Do.....	New York, Boston, Chicago, Santa Fe, Denver, San Francisco, Seattle, Portland, St. Paul.	Aug. 24 to Sept. 22, 1907.	220.99	172.55
Consult Attorney General.	Baltimore, Md.....	Oct. 4, 1907.....	3.75	.....
Naturalization cases	New York and return.....	Oct. 11, 12, 1907.....	5.00	10.00
Do.....	New York, New Haven, Boston, Mass.	Nov. 5-8, 1907.....	19.34	16.70
Do.....	Buffalo, Detroit.	Nov. 21-23, 1907.....	15.80	28.50
Do.....	Birmingham, Mobile, Ala., and return.	Dec. 19-24, 1907.....	32.15	54.26
Do.....	Boston and return.....	Feb. 25-28, 1908.....	31.15	.....
Do.....	Elmira, N. Y.; Binghamton; Stroudsburg, Pa.	Mar. 6, 7, 1908.....	20.75	13.85
Do.....	Norwich, N. Y.; Philadelphia; Dallas, Tex.; Las Vegas, and return.	Mar. 21-26, 1908.....	23.85	89.60
Do.....	New York, Syracuse, and return....	Apr. 6-11, 1908.....	24.11	16.06
Do.....	New York and return.....	Apr. 25-27, 1908.....	12.95	10.00
Do.....	do.....	May 19-20, 1908.....	23.05	.....
Do.....	Helena, Mont.; Spokane; Boise, Idaho; Chicago.	May 29 to June 16, 1908..	105.15	145.90
Do.....	Boston to New York and Washington, D. C.	July 21-23, 1908.....	15.25	.....
Do.....	Silver City, N. Mex., to Las Vegas and Las Cruces and return.	Feb. 9-27, 1909.....	157.80	35.20
Do.....	Silver City, N. Mex., to Albuquerque, Santa Fe, and return; El Paso, Tex.; Deming, N. Mex.; Silver City, N. Mex.; Las Cruces; Silver City to Las Vegas; El Paso to Washington, D. C.	Mar. 16 to May 2, 1909...	106.15	87.90

WADE H. ELLIS, ASSISTANT TO THE ATTORNEY GENERAL.

Beef Trust case, etc.	Washington, D. C., to Chicago, Cleveland, Columbus, Ohio.	Jan. 26-31, 1910.....	\$52.30	\$49.30
-----------------------	---	-----------------------	---------	---------

O. J. FIELD, CHIEF CLERK.

Library Association	Minneapolis, Lake Minnetonka.....	June 19-27, 1908.....	\$80.34	\$25.00
Reference to supplies.	New York City.....	Oct. 22-24, 1908.....	31.60	.....
Library Association	Pittsburg, Detroit, en route to Mackinaw (balance of expenses for this trip will be reported fiscal year 1911).	June 30, 1910.....	6.00	19.70

PEYTON GORDON, SPECIAL ASSISTANT TO THE ATTORNEY GENERAL.

Confer with Attorney General.	New York, Oyster Bay, N. Y., and return.	Sept. 16-18, 1907.....	\$20.75	\$5.65
Railroad land cases.	Washington, D. C. to El Paso, Tex., Santa Fe, N. Mex.	Oct. 1-31, 1907.....	214.69	59.85
Do.....	At Santa Fe, N. Mex.	Nov. 1-30, 1907.....	154.47	.....
Do.....	Santa Fe to Globe, Ariz., Albuquerque, Deming, N. Mex., Bowie, Ariz., El Paso, Tex.	Dec. 2-31, 1907.....	179.01	104.60
Do.....	Lamy Junction, N. Mex., to Washington, D. C.	Jan. 1-31, 1908.....	178.60	48.70
Do.....	Pittsburg, Pa., Sharpsville, Pa., Boise, Idaho.	Mar. 8-31, 1908.....	177.42	68.70
Do.....	Boise, Idaho, to Washington, D. C.	Apr. 1-30, 1908.....	173.89	81.35
Chemical cases.....	Washington, D. C., to Chattanooga, Tenn., Spring City, Tenn., Athens, Rome, Atlanta, New Orleans.	May 1-31, 1908.....	215.05	55.60
Railroad land cases.	McAlester, Okla., Howe, Sallisaw, Muskogee, St. Louis, Washington, D. C., Atlanta, Ga., and return to Washington, D. C.	June 1-19, 1908.....	171.75	74.35

Statement of all transportation furnished on request to or on account of employees during period covered by annual reports wherein disbursements for traveling expenses are shown in detail—Continued.

W. R. HARR, SPECIAL ASSISTANT TO THE ATTORNEY GENERAL.

Nature of cases.	Destination.	Date.	Ex- penses.	Trans- porta- tion requests.
Indian cases.....	Chicago, Madison, Cameron, Milwaukee, and return.	Feb. 4-29, 1908.....	\$134.50	\$57.37
Land cases.....	Washington, D. C., to Boise, Idaho.	Mar. 19 to Apr. 18, 1908..	216.40	150.05
Do.....	Washington, D. C., to Chicago, San Francisco.	June 16-29, 1908.....	88.25	87.20
Do.....	San Francisco to Honolulu and return to Washington, D. C.	July 1 to Dec. 12, 1908...	888.02	253.25

J. H. GRAVES, SPECIAL ATTORNEY.

Standard Oil case..	Philadelphia; Olean, N. Y.; Bradford, Pa.; Cleveland.	July 13-17, 1907.....	\$43.72	\$11.00
Do.....	Buffalo, Duluth, St. Paul, Chicago.	July 22-31; Aug. 1-24....	188.55	45.55
Powder Trust case.	New York	Aug. 26-31	58.24	
Do.....	do	Sept. 1-30	218.34	
Standard Oil case..	do	Oct. 1-23	160.48	5.65
Do.....	Chicago, St. Paul	Nov. 2-10	50.36	50.50
Tobacco Trust case.	Richmond, Va.	Nov. 13-16	26.55	
Powder Trust case.	Baltimore, Md.	Nov. 26	5.20	
Tobacco Trust case.	New York	Dec. 1-12	85.27	5.65
Do.....	do	Dec. 15-23	62.00	11.30
Powder Trust case.	do	Dec. 26-31	42.51	5.65
Do.....	do	Jan. 1-12, 1908.	77.81	10.00
Do.....	do	Jan. 13-20	52.76	5.65
Do.....	New York, Albany	Jan. 21-26	34.05	17.50
Standard Oil case..	New York	Feb. 4-20	123.25	17.30
Powder Trust case.	New York; Cleveland, Ohio	Mar. 5-21	90.15	23.65
Standard Oil case.	Cleveland, Ohio; New York.	Mar. 22-31	90.15	24.00
Tobacco Trust case.	New York	Apr. 1-21	103.68	5.65
Powder Trust case.	do	Apr. 30 to May 3	32.24	11.30
Do.....	do	May 7-11	29.50	10.95
Do.....	do	May 22-31	65.08	5.65
Do.....	do	June 1-5	29.56	5.65
Standard Oil case.	Chicago	June 15-20	29.20	49.50
Powder Trust case.	New York	June 22-30	69.10	
Do.....	do	July 1-3	22.45	
Standard Oil case..	do	July 6-13	60.23	
Do.....	do	July 13-22	62.09	7.65
Powder Trust case.	Baltimore, Md.	July 28	6.25	
Standard Oil case..	New York	July 30 to Aug. 7	46.70	13.30
Do.....	St. Paul, Chicago.	Aug. 9-31	143.13	57.00
Powder Trust case.	New York	Sept. 1-15	109.78	7.65
Do.....	New York, Wilmington and return.	Sept. 16-25	52.64	17.55
Do.....	Philadelphia, Pa.; Wilmington, Del.; New York, Baltimore.	Oct. 6-11	51.57	10.65
Standard Oil case..	New York	Oct. 13-23	65.51	11.90
Do.....	do	Oct. 23-31; Nov. 1-2	82.15	5.00
Do.....	do	Nov. 11, 13-16	35.12	11.90
Powder Trust case.	New York to Wilmington, Del., and return.	Nov. 12	6.85	5.00
Standard Oil case..	New York	Nov. 16-26	72.34	12.00
Do.....	do	Nov. 29-30; Dec. 1-2	20.10	
Powder Trust case.	New York to Wilmington, Del.	Dec. 2-3	17.07	5.00
Electric investigation.	Wilmington, Del.; New York.	Dec. 4-6	29.88	
Powder Trust case.	Cleveland, Ohio; New York.	Dec. 8-14	58.74	39.50
Do.....	New York	Dec. 16-20	33.40	5.65
Do.....	do	Dec. 23-31; Jan. 1-4, 1909.	53.10	5.65
Do.....	Wilmington, Del.; New York, Philadelphia, New York, Philadelphia.	Jan. 7-16	85.73	25.30
Do.....	New York	Jan. 20-25	45.80	6.90
Do.....	Philadelphia, New York	Jan. 27-29	21.60	15.65
Powder case and Electric case.	Philadelphia, New York, Philadelphia; Wilmington, Del.	Feb. 3-8	49.72	15.00
Powder Trust case.	New York, Chicago.	Feb. 11-22	94.97	67.65
Do.....	Wilmington, Del.; New York.	Feb. 26-29	30.42	5.65
Do.....	New York	Mar. 6-11	34.75	10.00
Do.....	New York, Wilmington.	Mar. 15-19	28.95	17.00
Do.....	Philadelphia, New York, Wilmington, Philadelphia.	Mar. 22-25	27.65	15.00
Standard Oil case..	New York, Chicago.	Mar. 29-31	26.85	42.50
Do.....	St. Louis, Mo.	Apr. 1-13	102.60	24.50
Powder Trust case.	New York	May 18-22	28.60	13.30
Do.....	Philadelphia, New York	June 8-9	17.80	5.65

Statement of all transportation furnished on request to or on account of employees during period covered by annual reports wherein disbursements for traveling expenses are shown in detail—Continued.

J. H. GRAVES, SPECIAL ATTORNEY—Continued.

Nature of cases.	Destination.	Date.	Ex- penses.	Trans- porta- tion requests.
Powder Trust case.	New York to Washington; New York.	June 10-30.....	\$166.88	\$11.30
Do.	New York to Washington.....	July 1-2.....	8.50	5.65
Cotton Pool indictment.	New York.	May 7-28, 1910.....	147.30	11.30
Do.	New York and return; New York and return.	May 31; June 1-17.....	7.64	21.30

E. P. GROSVENOR, SPECIAL ASSISTANT TO ATTORNEY GENERAL.

Interstate Commerce Commission Commodities cases.	New York and return.....	Jan. 22-26, 1909.....	\$34.80	.....
Commodities Clause cases.	New York.....	Oct. 2-4, 1909.....	23.70	.....
Rebate cases.....	Memphis, Little Rock, Ark.	Oct. 17-24, 1908.....	50.05	\$51.70
Tobacco Trust cases.	Cincinnati.	Feb. 15-19, 1910.....	16.80	49.80
Commodities Clause cases.	Philadelphia and return; Philadelphia and return.	Feb. 20-25.....	34.55	.....
Missouri River rate.	Cincinnati, Ohio, and return.....	Mar. 21-25.....	29.80	33.00
Glass Trust case.....	Pittsburg, Pa., and return.	Mar. 31; Apr. 1-8.....	44.75	20.00
Night Riders.....	Cincinnati, Ohio, and return.	Apr. 11-16.....	38.15	34.20
Commodities Clause case.	Philadelphia, Pa.	Apr. 28-29.....	13.70	.....
Investigation Plumbing Trust.	New York.....	May 10-14.....	25.50	10.00
Do.	do.	May 23-25.....	14.90	10.00
Injunction case.....	St. Louis, Mo., and return.....	May 29-31; June 1-2.....	52.45	51.25
Investigation Plumbing Trust.	New York.....	June 19-23.....	18.70	10.00
Commodities case..	do.	Dec. 3-5, 1909.....	16.10	16.75

CLARK MCKERCHER, ASSISTANT ATTORNEY.

Court of Claims cases.	Norfolk; Elizabeth City, N. C.; Mantes, Plymouth, Windsor, Jamesville, Kinston, Morehead City, Newport, Beaufort, Newbern, Wilson, Raleigh, Charlotte, Greensboro.	July 9, 31, 1907.....	\$113.34	\$6.65
Do.	Goldsboro, N. C.; Salina, Fayette, Bennett, S. C.; Columbia, Savannah, Charleston, Augusta, Fitzgerald, Tifton, Macon, Coloden, Ga.; La Grange, Atlanta, Dallas, Ga.; Rome, Ga.; Rockmart, Kingston to Calhoun, Tilton, Chattanooga, Tenn.	Aug. 1-31.....	173.59	6.82
Do.	Gary, Ga.; Chattanooga, Tenn.; Asheville, Bryson City, Morgantown, Greensboro, N. C.; Salem, Winston, Norfolk.	Sept. 1-18.....	69.78	17.85
Do.	Atlanta, Ga.; Austell, Ga.; Marietta and return, College Park and return, Macon, Milledgeville, Savannah, Ridgeland, Charleston, S. C.; Columbia, Dillers, Ga.; Franklin, N. C.; Cornelia, Goldsboro, Beaufort, N. C.; Newbern, Plymouth, Windsor, Aboskie, Norfolk.	Nov. 1-30.....	196.23	36.40
Do.	Baltimore, Philadelphia, Pa.	Jan. 11-15, 1908.....	35.30	.....
Do.	Baltimore, Wilmington, Del.	Feb. 28, 29.....	13.83	.....
Do.	San Francisco, Chicago, Seattle, Portland, Salt Lake City, Denver, Omaha, Chicago, St. Paul, Sacramento.	July 1-31; Aug. 1-24.....	300.25	196.00

Statement of all transportation furnished on request to or on account of employees during period covered by annual reports wherein disbursements for traveling expenses are shown in detail—Continued.

CLARK MCKERCHER, ASSISTANT ATTORNEY—Continued.

Nature of cases.	Destination.	Date.	Ex- penses.	Trans- porta- tion requests.
Court of Claims cases.	New York, Boston, Mass.....	Sept. 20-24.....	\$40.90	\$10.00
Do.....	New York.....	Oct. 23-24.....	11.90	10.00
Do.....	Norfolk, Edenton, N. C.; Kinston.....	Nov. 23-30; Dec. 1-3.....	30.20	6.00
Do.....	New York.....	Jan. 17-22, 1909.....	34.20	10.00
Do.....	.....do.....	Feb. 25-28.....	24.65	10.00
Do.....	New Orleans, Sylacauga, Ala.; Atlanta, Columbus, Newborn, Ga.	May 1-15.....	99.20	74.39
Do.....	New York, Baltimore, Pittsburg, Cleveland.....	June 1-27.....	97.10	32.00
Do.....	Philadelphia, Bethlehem, Philadelphia, New York.....	July 9-20.....	82.99	9.05
Do.....	Atlanta, Austell, Marietta, Acworth, Ga.....	Aug. 2-13.....	72.33	41.50
Do.....	Old Point Comfort, Va.; Norfolk.....	Sept. 27-29.....	24.65	.....
Crude petroleum investigation.	Cleveland, Ohio; Columbus, Chicago, Coffeyville, Kans.; St. Louis, Mo.; Independence, Kans.; Tulsa, Okla.; Kansas City, Mo.; Pittsburg, Pa.....	Oct. 6-24.....	167.09	57.65
Do.....	Bradford, Pa.; Pittsburg, Pa.....	Nov. 3-7.....	23.31	22.60
Court of Claims cases.	New York.....	Nov. 18-21.....	20.40	10.00
Period clause, House.	.....do.....	Jan. 21-23, 1910.....	17.45	10.00
Standard Oil case.	Memphis, Cleveland, Ohio; Columbus, Detroit, Sidney, Columbus.	Mar. 15-30.....	115.25	66.40
Cotton pool indictment.	New York and return, New York and return.	Apr. 13-21.....	71.31	23.30
Do.....	.....do.....	May 3-31; June 1-19.....	303.41	31.30

CHAS. W. RUSSELL, ASSISTANT TO ATTORNEY GENERAL.

Peonage cases.....	Washington, D. C., to New York, Charleston, W. Va.....	July 3-13, 1907.....	\$59.22	\$32.80
Do.....	Washington, D. C., to Philadelphia, New York, and return.	Aug. 18, 19, 1907.....	16.70	.....
Do.....	Washington, D. C., to New York and return.	Sept. 10-12, 1907.....	16.80	10.00
Do.....	Washington, D. C., to New York, Charleston, W. Va., Cincinnati, St. Louis.	Nov. 18 to Dec. 8, 1907..	124.90	34.15
Do.....	Washington, D. C., to New Orleans and return.	Dec. 26 to Jan. 20, 1908..	175.02	82.52
Do.....	Washington, D. C., to Huntington, W. Va.	Apr. 8-12, 1908.....	26.00	10.90
Do.....	Washington, D. C., to New York and return.	Apr. 14-22, 1908.....	91.58	10.00
Do.....	.....do.....	Apr. 26 to May 8, 1908.....	81.13	11.30
Do.....	Washington, D. C., to Huntington, W. Va., Charleston.	May 30-31; June 1-6, 1908..	43.85	10.90
Do.....	Washington, D. C., to New York and return.	Aug. 28, 1908.....	3.50	10.00
Five Civilised Tribes.	Washington, D. C., to St. Louis, Muskogee, and return.	July 8 to Aug. 1, 1908....	274.34	56.95
Peonage cases.....	Washington, D. C., to New York and return.	Aug. 28 to Sept. 3, 1908..	7.86	10.00
Do.....	.....do.....	Sept. 24-29, 1908.....	50.16	10.00
Do.....	.....do.....	Oct. 16 to Nov. 20, 1908..	278.95	11.30
Do.....	.....do.....	Dec. 3-14, 1908.....	23.05	10.00
Five Civilised Tribes.	Washington, D. C., to Muskogee, Okla., and return.	Mar. 18 to Apr. 1, 1909....	54.33	44.10
Peonage cases.....	Washington, D. C., to Montgomery, Ala.	Nov. 5-10, 1909.....	33.39	51.90

EXHIBIT H TO ATTORNEY GENERAL'S LETTER.

ORDERS FOR TRAVELING AND ALLOWANCES FOR TRAVELING EXPENSES.

[Superseding all previous regulations.]

DEPARTMENT OF JUSTICE,
Washington, D. C., December 19, 1906.*To the officers and employees of the Department of Justice, and others concerned:*

The attention of the officers and employees of the department is called to the following provisions of the act entitled "An act making appropriations for the support of the Army for the fiscal year ending June thirtieth, eighteen hundred and seventy-five and for other purposes," approved June 16, 1874:

"*Provided*, That only actual traveling expenses shall be allowed to any person holding employment or appointment under the United States, and all allowances for mileage and transportation in excess of the amount actually paid are hereby declared illegal; and no credit shall be allowed to any of the disbursing officers of the United States for payments or allowances in violation of this provision."

In accordance with the foregoing provisions and requirements, persons traveling upon the official business of this department will hereafter be allowed their "actual traveling expenses" usual and essential to the ordinary comfort of travelers embraced in the following items of expenditures:

Actual fares on railroads, steamboats, and other conveyances, by the shortest practicable route, the hire of special transportation where there are no regular means of conveyance, street-car, omnibus, transfer-coach fare, or moderate and necessary hack hire to and from residence, railway stations, and hotels, and reasonable fees to porters and expressmen. Sleeping-car fare for one double berth for each person, or customary stateroom accommodation on steamboats and other vessels, one seat in parlor car, and lodging and actual board in hotels at a rate not greater than \$5 per day; reasonable expense for laundering where the travel continues for a week or more. Hotel bills and receipts will be taken in all cases where it is practicable to obtain them and must accompany accounts as vouchers. No charge will be allowed for hotel bills when the detention is unnecessary for the performance of the duties for which travel is required.

Accounts must be rendered monthly upon a form approved by the department, which shall be accompanied by expense vouchers, itemized as far as possible.

Each account must be sworn to by the person rendering it as just and true in all respects.

The chief officer of the bureau or branch of service for which the services mentioned in the order of the department accompanying the account were performed must certify that such services were performed; that they were necessary and proper, and that the prices paid for travel, etc., were just and reasonable.

No account for traveling expenses shall be paid unless rendered upon the proper voucher and approved by the Attorney General.

CHAS. J. BONAPARTE,
Attorney General.

ORDERS FOR TRAVELING AND ALLOWANCES FOR TRAVELING EXPENSES.

[Superseding all previous regulations.]

DEPARTMENT OF JUSTICE,
Washington, D. C., April 12, 1907.*To the officers and employees of the Department of Justice and others concerned:*

The attention of the officers and employees of the department is called to the following provisions of the act entitled "An act making appropriations for the support of the Army for the fiscal year ending June thirtieth, eighteen hundred and seventy-five, and for other purposes," approved June 16, 1874:

"*Provided*, That only actual traveling expenses shall be allowed to any person holding employment or appointment under the United States, and all allowances for mileage and transportation in excess of the amount actually paid are hereby declared illegal; and no credit shall be allowed to any of the disbursing officers of the United States for payments or allowances in violation of this provision."

In accordance with the foregoing provisions and requirements, persons traveling upon the official business of this department will hereafter be allowed their "actual traveling expenses" usual and essential to the ordinary comfort of travelers, embraced in the following items of expenditure:

Actual fares on railroads, steamboats, and other conveyances, by the shortest practicable route, the hire of special transportation where there are no regular means of conveyance, street car, omnibus, transfer-coach fare, or moderate and necessary hack hire to and from residence, railway stations, and hotels, and reasonable fees to waiters, porters, and expressmen. Sleeping-car fare for one double berth for each person, or customary stateroom accommodation on steamboats and other vessels, one seat in a parlor car, and lodgings and actual board in hotels, at a rate not greater than \$5 per day; reasonable expense for laundering where the travel continues for a week or more. Hotel bills and receipts will be taken in all cases where it is practicable to obtain them, and must accompany accounts as vouchers. No charge will be allowed for hotel bills when the detention is unnecessary for the performance of the duties for which travel is required.

Accounts must be rendered monthly upon a form approved by the department, which shall be accompanied by expense vouchers, itemized as far as possible.

Each account must be sworn to by the person rendering it as just and true in all respects.

The chief officer of the bureau or branch of service for which the services mentioned in the order of the department accompanying the account were performed must certify that such services were performed; that they were necessary and proper; and that the prices paid for travel, etc., were just and reasonable.

No account for traveling expenses shall be paid unless rendered upon the proper voucher and approved by the Attorney General.

The department will insist upon a strict compliance with the above requirements in every particular.

CHAS. J. BONAPARTE,
Attorney General.

[Department Circular No. 9.]

**ORDERS FOR TRAVELING EXPENSES OF ASSISTANT ATTORNEYS AND EXAMINERS IN
NATURALIZATION CASES—PER DIEM ALLOWANCE IN LIEU OF SUBSISTENCE.**

On and after April 1, 1908, the assistant attorneys and examiners in naturalization cases will be allowed \$4 per day (including Sundays and holidays) in lieu of subsistence, portage, and laundry, except when at official headquarters or their homes.

The term "subsistence" covers meals at hotels, restaurants, and on trains, and lodging. Other items of expense, such as railroad fare, Pullman fare, street-car fare, cab hire, cross-country livery, telephone calls, and telegrams are not included in the allowance of \$4 per day, and should be charged for separately and in addition to the per diem allowance. Receipts for hotel need not be furnished, but receipts for cross-country livery and telegrams will be required, as heretofore. No distinction will be made between a whole day and a fraction of a day. A fraction of a day will be treated as a whole day, and the full amount of \$4 will be allowed. Employees are not entitled to the per diem allowance or traveling expenses of any kind while on leave of absence.

In making claim for the per diem allowance, the account must show the dates, the number of days, the per diem allowance, and the total amount claimed, as follows: Per diem allowance in lieu of subsistence, April 1 to 30, 1908, inclusive, 30 days, at \$4 per day, \$120; or where there is a break in the time, and every day in the month is not charged for, each day must be shown: April 2, 3, 4, 10, 12, 16, 21, 28, 1908, 8 days, at \$4 per day, \$32.

ALFORD W. COOLEY,
Assistant Attorney General.

[Department Circular No. 41.]

**ORDERS FOR TRAVELING EXPENSES OF ASSISTANT ATTORNEYS AND EXAMINERS IN
NATURALIZATION CASES—ALLOWANCE OF ACTUAL EXPENSES IN LIEU OF PER DIEM.**

DEPARTMENT OF JUSTICE,
Washington, June 23, 1908.

Department Circular No. 9, allowing assistant attorneys and examiners in naturalization cases a per diem in lieu of subsistence, is hereby revoked, and on and after July 1, 1908, assistant attorneys and examiners will be allowed their actual and necessary expenses for lodging and subsistence, not to exceed \$5 per diem for the assistant

attorneys and \$4 per diem for the examiners, together with their actual and necessary traveling expenses while absent from their official headquarters.

CHARLES J. BONAPARTE,
Attorney General.

DEPARTMENT OF JUSTICE,
Washington, D. C., October 1, 1908.

SIR: Referring to the matter of allowances for tips to waiters, you are hereby advised that on and after October 1, 1908, employees of this department, while traveling on official business, will be allowed the actual amount paid for tips to waiters, not to exceed 45 cents a day.

Respectfully,

A. C. CAINE, *Disbursing Clerk.*

Approved:

CHARLES W. RUSSELL,
Acting Attorney General.

DEPARTMENT OF JUSTICE,
Washington, D. C., April 24, 1907.

AUTHORITY FOR TRAVELING AND USE OF TRANSPORTATION REQUESTS.

It is hereby ordered that officers and employees traveling on business for the department must, before making the trip, be furnished with a letter of authority or instructions from the Attorney General or the Assistant Attorney General in charge of their work, such letter to set forth on what business and to what points the trip is to be made.

INSTRUCTIONS RELATIVE TO USE OF TRANSPORTATION REQUESTS.

1. The travel must be on official business, duly authorized in accordance with the preceding paragraph.
2. The travel must be by the shortest practicable route, and where no official stops are to occur on a journey a single request should be used and a through limited ticket purchased from initial point to destination. Whenever an unlimited ticket is purchased the reason therefor must be given at the time the coupon giving notice of purchase is forwarded.
3. Extra-fare trains are not to be used unless specially authorized.
4. Mileage books are not to be purchased, but round-trip tickets should be used whenever practicable.
5. Transportation requests should not be used for tickets costing less than \$5 or for sleeping or parlor cars.
6. The certificate at the bottom of the request must always be executed, and the coupon giving notice of the purchase of a ticket must be filled out and signed, detached, and mailed to the Attorney General immediately upon exchanging the request for a ticket.
7. The disbursing clerk is charged with the duty of issuing transportation requests and examining transportation accounts in such manner as will insure compliance with the above rules and properly protect the interests of the Government.

CHARLES J. BONAPARTE,
Attorney General.

DEPARTMENT OF JUSTICE,
Washington, D. C., February 1, 1908.

AUTHORITY FOR TRAVELING AND USE OF TRANSPORTATION REQUESTS.

It is hereby ordered that officers and employees traveling on business for the department must, before making the trip, be furnished with a letter of authority or instructions from the Attorney General or the Assistant Attorney General in charge of their work, such letter to set forth on what business and to what points the trip is to be made.

INSTRUCTIONS RELATIVE TO USE OF TRANSPORTATION REQUESTS.

1. The travel must be on official business, duly authorized in accordance with the preceding paragraph.

2. The travel must be by the shortest practicable route, and where no official stops are to occur on a journey a single request should be used and a through limited ticket purchased from initial point to destination. Whenever an unlimited ticket is purchased, the reason therefor must be given at the time the coupon giving notice of purchase is forwarded.

3. Extra-fare trains are not to be used unless specially authorized.

4. Mileage books are not to be purchased, but round-trip tickets should be used whenever practicable.

5. Transportation requests should not be used for tickets costing less than \$2.50.

6. The certificate at the bottom of the request must always be executed, and the coupon giving notice of the purchase of a ticket must be filled out and signed, detached, and mailed to the officer under whose orders travel is made immediately upon exchanging the request for a ticket.

7. The disbursing clerk is charged with the duty of issuing transportation requests and examining transportation accounts in such manner as will insure compliance with the above rules and properly protect the interests of the Government.

CHARLES J. BONAPARTE,
Attorney General.

Mr. SPELLING. Now, the total of disbursements to all others together on account of traveling expenses shown in the report to Congress under act of May 22, 1908, amounts in any one year to very little more than those to Mr. Kellogg in three years and two months, and the total disbursement to him for expenses was \$22,561.70. From September 30, 1908, to April 1, 1909, both inclusive, he drew \$13,081.89, or at the rate of \$71.09 per day, for expenses, and during the whole period he drew \$59,000 for professional services. McReynolds was regularly employed at \$16,000 a year, and drew it out in monthly installments of \$1,333.33. His withdrawals under his contract total \$63,999.99. By subsequent stipulation he received \$10 a day for subsistence alone, when away from New York on business; that is to say, his railroad fare, telegrams, and the like, even sleeping-car fare, were paid by the Government in addition to the \$10.

The CHAIRMAN. What did that \$10 represent, subsistence purely?

Mr. SPELLING. Purely and simply.

The CHAIRMAN. Do you know whether there is any provision of law giving authority to the Attorney General to make an allowance of that kind, either statutory authority for it or a regulation of the department that permits it?

Mr. SPELLING. I do not. I think I ought to say, though, that the practice of the department in the case of special assistants and, perhaps, others whose duty it is to travel all the time, is to fix a lump sum in lieu of subsistence. Answering your question, I do not know any law and I do not think there is any; I think it is illegal.

The CHAIRMAN. The statute evidently contemplates the payment of actual expenses?

Mr. SPELLING. Yes, sir. It says so in the act of 1875 and the rules and regulations promulgated by the Treasury Department under the Dockery Act, and therefore, as I insist, they have the force and effect of statute. I will discuss that somewhat presently.

The CHAIRMAN. You will go into that later?

Mr. SPELLING. Yes, sir.

I will now place before you a statement which was prepared by the disbursing officer of the Department of Justice.

Mr. HUBBARD. That statement of the disbursing officer goes in, or is it already in?

Mr. SPELLING. It is already in Exhibit G. That is the statement to which I referred.

It is impossible to reconcile the two statements—that furnished by the Attorney General in response to the request of the chairman, Exhibit G, to his letter, which is Exhibit No. 2, I believe, with the one founded on the annual reports, and it is fair to presume that if a statement were furnished by that office for the names other than those as to which the modified request was made, we could not reconcile that with items in connection with the same names in the annual reports.

In that connection I wish to state that of the many, many names no doubt on the roll of the Department of Justice, this Exhibit G covers, I think, 12 names and only three years, only a full statement in part for the three years. As I will explain presently—I might just as well say so now—Mr. Burch is still with the department, employed as special assistant to the Attorney General, and that data ends with the fiscal year 1908. Mr. Ellis is still in the employ of the Government as special assistant, and only one item of his traveling expense is furnished and the annual report shows 15 or 20 others.

The CHAIRMAN. In order that the committee may understand exactly the situation, perhaps I should make this statement: The Attorney General's office was requested to furnish the committee with a complete statement for a certain period back of all the traveling expenses, and the reply came that it would require several months in order to prepare that statement. In order that we might have a few representative sample instances of these expenditures, we modified our request and asked for a statement as to only 12, I believe, and this Exhibit G, to which Mr. Spelling refers, is the report of the department as to the expenditures of those particular individuals named in the modified request.

Mr. HUBBARD. Mr. Spelling's statement—I do not know that he intended it to be so—but, as I understood it, apparently he concluded that the department had not furnished the committee with accurate information upon request; but the department has, as I understand it, furnished the committee with the information requested.

The CHAIRMAN. But there is a conflict between this statement and the figures given in the annual reports as to the particular individuals. They do not correspond in many instances; I think that is what Mr. Spelling refers to.

Mr. SPELLING. The modified request was for particulars in regard to 17 names, and among those names were Mr. Kellogg's and Mr. McReynolds's.

The Attorney General says:

An itemized statement of all transportation furnished on request to or on account of employees named below during the period covered by the annual reports wherein the disbursements for traveling expenses are shown in detail.

The Attorney General also says:

No transportation requests were issued to or used by Charles J. Bonaparte, H. C. Gauss, or L. A. Wilmer—

whose names are among the 17. He does not say one word about Kellogg or McReynolds, nor does Exhibit G, furnished with the letter, throw any light on the matter whatever.

As the Chairman has stated, it is impossible to reconcile this data with that found in the annual reports, although this purports to be a correct record from the Department of Justice. I will mention some of the instances in which it fails. In a few instances the items are the same in both reports, but in most instances there is an entire lack of correspondence either in the amount or in the date or in the time consumed in making the trip. I make this statement as the result of an investigation instituted by the chairman, the clerk of the committee, and myself.

I call attention to the fact that the letter accompanying these statements and these exhibits mentions the names of three persons included in the list found in the modified request and states that no transportation was furnished to either of these upon request. But in the same letter from the chairman of the committee there is a specific request for information as to transportation furnished to Kellogg and McReynolds upon request. But that part of his letter is not answered either in Wickersham's letter nor in the exhibits. It is fairly inferable that there is something about their transportation that he is unwilling to disclose, though of course it is possible that it may be explained hereafter.

I trust you will not overlook the fact that none of the matter contained in statements of personal and traveling expenses to Kellogg and McReynolds appears in any annual report. In fact, you may search through all the annual reports and you will never find either of their names. Nor will you find the name of M. C. Burch since the report for the fiscal year ending June 30, 1908, although he made expensive trips during that part of Mr. Bonaparte's term extending from June 30, 1908, to March 5, 1909, and his traveling expenses during Mr. Wickersham's term up to May 11, 1911, amounted to \$2,358.72. The chairman of this committee has made strenuous efforts to obtain data pertaining thereto without success. Mr. Burch used transportation furnished by the department in 1908 and presumably since. Hence the above figures probably represent merely his subsistence.

Sections 4 and 5 of the legislative, judicial, and executive appropriation act (ch. 186, p. 24, 435 Stat., approved May 22, 1908) provides as follows. I believe I will read that, because it seems to have been overlooked by some people [reading]:

SEC. 4. It shall be the duty of the head of each executive department and other Government establishment at Washington to submit to Congress at the beginning of each regular session a statement showing in detail what officers or employees (other than special agents or inspectors or employees who, in the discharge of their regular duties, are required to constantly travel) of such executive department or other Government establishment have traveled on official business from Washington to points outside of the District of Columbia during the preceding fiscal year, giving in each case the full title of the official or employee, the destination or destinations of such travel, the business or work on account of which the same was made, and the total expense to the United States charged in each case.

SEC. 5. That all laws or parts of laws inconsistent with this act are hereby repealed.

I want to state, because I have just discovered it, that not in a single instance has the total expense and information been given in these annual reports, because there is no itemization of the transportation in the many cases where the transportation was paid for by the Government and charged separately. Now, I have to correct that, because in some of the items in the annual reports,

of course, in many of them, the person traveling pays his fare out of his pocket and it is covered in the items in the annual reports, but it is true in many instances that the transportation charge is not given.

The CHAIRMAN. You might explain to the committee the method by which these transportation charges are paid. Sometimes, I understand, it is simply paid by the employee and included in his statement of expenses and he is reimbursed.

Mr. SPELLING. Yes, sir.

The CHAIRMAN. In other instances they have some sort of procedure by which they obtain transportation and charge it to the Government and it is furnished to the employee?

Mr. SPELLING. Yes, sir. I am not very familiar with the technical procedure in the department, because I never had any experience in getting transportation on request, but by some method, probably upon application to the Attorney General or the disbursing clerk, the railroad company sends over the transportation and charges it to the department, and the party uses it, and then, monthly or quarterly, the Government, I suppose the disbursing clerk, I am not sure about that, but some one representing the Government, settles with the railroad company out of the public funds. So it is charged against the Government as a part of the cost of the travel.

The CHAIRMAN. In that instance, then, it would not be included in a statement of expenditures incurred by the person making that trip in his report of expenses?

Mr. SPELLING. No, sir; he would not have to put anything about that in his affidavit, as I take it.

The CHAIRMAN. But if he did not secure this transportation in the way you have indicated and paid for it out of his own pocket, when it came to reimbursing him for his expenses, that item of transportation would be included?

Mr. SPELLING. Yes, sir; properly, and in fact I can almost testify it always is included. I have never seen a variation of it and I have seen a great many vouchers, too, very recently.

The CHAIRMAN. You may proceed.

Mr. SPELLING. By studying this information as it comes to us we naturally form impressions as to the general effect and as to the effect of individual accounts. Without explanation the disbursements to Kellogg were so exorbitant and unlawful that further comment would be superfluous. Of course Mr. Kellogg may treat the matter in a spirit of lofty assumption and disdain, as he did the proof before another committee, that during all the years while drawing big pay from the Government he was in the pay of the Steel Trust. But while he may get a certain kind of free advertising by a pursuit of that course, the fact will still remain that these disbursements on the one hand and withdrawals on the other were positively and flagrantly illegal and should be made the subject of investigation.

Basing my conclusion upon a careful examination of the vouchers upon which \$81,561.68 was disbursed to Mr. Kellogg, not one of them conforms to all the requirements of the statutes and departmental regulations, and some of them appear to me to be too defective to justify any disbursement upon them whatever.

I think the committee should give attention to the arrangement for traveling expenses of McReynolds. I am aware of the fact that

a lump sum is often agreed upon or fixed by the heads of departments in lieu of subsistence. I doubt the legality of that practice in any instance. The law says they shall be allowed reasonable and actual traveling expenses, which includes subsistence. It may be proper for an Attorney General to fix a sum, as they have uniformly done, as a maximum of reasonableness, but I deny that he can, under cloak of that precedent, single out an individual and allow him an arbitrary sum in excess of the general limitation, also in excess of his ability to use, though he should exert himself to that end. And when he places it at \$10 per day, with the expense of railroad and Pullman fare to be paid separately, I think it is no less an outright misappropriation on the one hand and an illegal withdrawal on the other of public money, than if under such a tricky formality he had ordered \$5 to be sent Mr. McReynolds every day by mail, and as a naked gratuity. The fact should not be overlooked that McReynolds was already bound by contract to serve the Government at a stipulated rate, to wit, \$16,000, to be paid in monthly installments, and these extraordinary additional disbursements were made to him for no additional service whatever while the contract for service was in force. Under the provisions of general statutes penal consequences attach to such transactions.

That is a legal opinion, and I am not responsible if I am mistaken on legal propositions.

But in the tabulated matter are other instances of gross perversions of trust, waste, and misappropriation, different from the foregoing only with respect to the amounts involved. There are several so nearly equal in odiousness that the choice of one of them with which to begin is no disparagement to the individual selected.

Mr. Chairman, I will skip this minutia, if there is no objection, and let it go into the record.

Mr. HUBBARD. You mean to skip reading it, but you intend to put the statement, as a whole, into the record?

Mr. SPELLING. Yes, sir.

Mr. HUBBARD. And instead of reading them to the committee you will put them in the record?

Mr. SPELLING. Let them stay in the statement.

Mr. HUBBARD. I have no objection to putting them in the statement.

The CHAIRMAN. Take some particular case as an indication of the character of the data you have.

Mr. HUBBARD. You might call attention to some particular case in that way. Are they of like character with the one you have spoken of as to Kellogg and McReynolds?

Mr. SPELLING. They are somewhat diversified in character. I suppose we have enough time to read it.

The CHAIRMAN. I think it would be sufficient if you would pick out some particular case, so as to give the committee an idea of the character of that data.

Mr. SPELLING. That would be difficult. All of these 15 or 20 are quite important, and they are already selections that I have made. I would scarcely know how to distinguish one from another.

In the annual report the traveling expense account of R. M. Allen is given for February 14 to 29 as \$79.95, but by the data at hand in Exhibit G, to the Attorney General's letter, that item was in fact \$30

more. And in about the same proportion must a few other items in his account be increased. But any attempt to identify the items in one statement by those in the other results in failure. He appears to have taken a trip in July, 1908, which extended into September and took in Oklahoma, Chicago, Mackinac, etc., the expenses incurred being, according to the annual report, \$451. What is evidently the same trip, according to the exhibit, differed in duration by two days, extended over a much wider range, and cost \$557.71. Whence the figures \$451? Scarcely any two items exactly correspond. We have a trip to Cincinnati January 1 to 31, 1909, costing, according to the annual report, \$98.27. In the exhibit we have two items, \$78.27 for subsistence and \$54.85 transportation, aggregating \$133.12. And so on through the account. The question occurs, How are the accounts kept or, rather, are there any accounts kept at all? No more need be said by way of criticism along the line just pursued. The same chaos is found in each and all of the statements of individual accounts.

H. C. Gauss drew \$33.36 for a two-day trip from Baltimore to Philadelphia.

M. C. Burch was at Boise City, Idaho, through September, 1907. If a person resides anywhere, he was evidently residing there and not traveling. He did not start to travel until October 1. At any rate his sojourn cost the Government \$243.68, or at the rate of \$8.12 per diem. In October he traveled at the rate of \$7.61 for subsistence. It fluctuated somewhat. In January, 1908, he consumed at the rate of \$9.93 per diem. Frank Cole, Attorney General Wickersham's private secretary, was in New York City two days in September, 1909, according to the annual report, at an expense of \$100 each day. The exhibit lengthens his sojourn to eight days and gives \$190.39, or \$23.79 each day, as the cost of subsistence and \$6.90 for transportation.

I wish to say that this is a criticism of the method of keeping the accounts, because I had an opportunity to examine Mr. Cole's vouchers, and I find that his stay in New York extended over 30 days—I think considerably over—and according to the vouchers the charge is, at any rate, not exorbitant.

Wade H. Ellis had a call to travel to Chicago in the Beef Trust case January 26 to 31, 1909, and found it necessary to take in both Cleveland and Columbus, Ohio. The subsistence charge alone was \$10.47 per day. In addition to regular railroad fare, he also had a drawing room, which cost the Government \$16. The same item appears in the annual report as a three-day trip made in February, at a total cost of \$110. Mr. Ellis made several trips to Chicago, ostensibly in connection with the Beef Trust case, but in each instance found it necessary to also visit Columbus, Ohio. He made five trips to New York City while officiating at Washington, which, according to the annual report, cost the Government as follows:

A two-day trip, Feb. 19, 1909.....	\$21.79
A two-day trip, June 21, 1909.....	37.43
A five-day trip, Oct. 21, 1909.....	70.25
A two-day trip, Feb. 1, 1910.....	24.60
A three-day trip, Nov. 5, 1910.....	65.20

Total..... 219.27

Deducting \$50 for railroad fare we have \$169.27, or \$12.09 per diem for subsistence.

M. A. Coles made a ten-day trip to Chicago and Montana (July 20 to 30), the cost of which was \$508, or \$50.80 per day.

A. W. Cooley, an Assistant Attorney General, was at Albuquerque and Alamogordo, N. Mex., continuously for a time. He was there continuously for several weeks. He was not traveling, but seeking the restoration of his health, from February 9 to May 2, 1909, so I have been informed, though I have no personal knowledge of the actual facts. Notwithstanding that checks for his salary were regularly sent to him, yet he drew an aggregate of \$263.95 for subsistence and \$123.10 for railroad fare.

W. R. Harr, at present an Assistant Attorney General, was at San Francisco and Honolulu nearly six months in 1908, and was paid \$5.40 per day for subsistence and \$253.25 as a transportation charge.

The CHAIRMAN. Do you know what he was doing at San Francisco and Honolulu?

Mr. SPELLING. I do not know personally. I can not imagine any official business that would keep an attaché of the Department of Justice that length of time anywhere.

E. P. Grosvenor, a special assistant, made a four-day trip to St. Louis last May and drew \$13.11 per day for subsistence and \$51.25 for railroad fare.

Charles W. Russell, an Assistant Attorney General, now minister to Persia, made an eight-day trip to New York (Apr. 14-22, 1908) and drew \$91.58 for subsistence alone; also a 34-day trip (Oct. 16 to Nov. 20, 1908) and drew \$8.20 each day for subsistence.

L. A. Wilmer, a special assistant, made a two-day trip to Philadelphia and drew \$21.30 and a three-day trip and drew \$27.54 for subsistence alone. He also made a trip to Juneau, Alaska, was gone two months, at a cost to the Government of \$666, or at a rate of \$11.11 per diem.

The CHAIRMAN. For subsistence?

Mr. SPELLING. I think that is the total charge.

The CHAIRMAN. Do you know what occasion he had to go to Alaska.

Mr. SPELLING. I do not, except as shown by the voucher and the annual report. It was investigating officials. I think it was very necessary work, probably, in Alaska, but I do not know how far he investigated.

The CHAIRMAN. Do you know whether or not he ever made any report as to the result of that investigation.

Mr. SPELLING. I do not know of my own personal knowledge. I do not believe I will repeat what I have heard, because it would hardly be proper for me to do so.

I wish to say, Mr. Chairman, that some of these matters that I have gone over in the last few minutes, the individual names, may have light shed on them when we come to examine the facts, if we ever do, but this is a prima facie showing made by the documents of the Department of Justice, and if I had had an opportunity, as I should have had, I would have been able to give whatever light the vouchers contain on these items this morning. I think it proper for me to make that statement. Some of the vouchers are liable to upset some of the statements and liable to make some of them appear worse than I make them appear. I have had that experience so far as I have gone into the examination of the vouchers.

During the fiscal years 1908, 1909, and 1910. J. H. Graves, a special assistant to the Attorney General made 61 trips, averaging in duration 8½ days each, a total of 514 days. These trips were to all parts

of the country, but oftener to the interior than to the larger cities. He invariably traveled upon transportation furnished upon request and collected from the Government separately. His subsistence cost averaged \$7.42 per diem, and was more than the maximum limit of \$6 in almost every instance. He frequently remained in one place 20, in several instances 30 or more days. He could hardly be said to have been traveling during these protracted visits, and could not possibly have been attending to official business, such as properly pertains to the department? His is one of several such illustrations that the record discloses, of persons connected with the department who subsist on the public Treasury at an illegally high rate, draw fat salaries and perquisites, and escape the expense of living on their incomes.

His protracted sojourns at public expense were mostly in the mid-summer vacation season, when the courts were not in session and the grand juries were not meeting. Indeed, an inspection of the tabulated matter in the record shows that nearly one-half the traveling expenses were incurred in July and August of each year when very little official work was being done in the department or anywhere else. If we take the departmental register and compare the official list with the absentee list, as shown by the traveling expense accounts, we have before us on the one hand a deserted hall and on the other a scattered throng of pleasure seekers, well equipped with funds drawn from Uncle Sam's treasure box.

Subvouchers for six, seven, and eight, and even up to twenty dollars per day are frequently met with, and they run even up to \$20 per day. There are also numerous disbursements on charges expressly barred by the rules and could not be treated as traveling expenses by the most liberal construction of the statute defining the same. Not only the legality of these but the acts of officials in ordering them paid and in paying them should be investigated.

During midsummer, 1908, though any one of about 10 department officials was qualified to act as Attorney General in the absence of Bonaparte, there was only one in Washington, and he was appealing to Bonaparte, then at Lennox, Mass., for an opportunity to leave Washington on private business. This I can prove by documentary evidence. And so you will usually find it through the months of July and August of each year. You will also find the heaviest drain on the Treasury during these months.

Numerous other comments could be made of the same tenor and purport.

There are certain considerations underlying this whole matter of kiting expense accounts which possibly would elude the grasp of those who have been exalted; for instance, to an assistant attorneyship from a humble beginning in a city police court or from an obscure county seat. Suppose one such were to have official business in the neighborhood from which he was promoted, but was the honored guest of his relatives and friends during his entire sojourn at his destination, would not a per diem allowance "in lieu of subsistence," if accepted by him, constitute a steal pure and simple? Would not the withdrawal of 5 cents for subsistence, as actual expense incurred have the same aspect? Again, some of those in the tabulated list, besides those just named, probably never went to a hotel where more than \$2 per day was charged or ever paid more than 50 cents for a dinner

before coming to the Department of Justice. If they, now that it comes out of the public purse, take advantage of the situation and refuse to stop at any of the good three and four dollars a day hotels in New York, Chicago, and other cities, but must go to the full limit fixed by departmental regulations, do not they prove themselves, if not outrightly dishonest, at any rate unscrupulous and unworthy of high trust.

Let us see what are the legal provisions on this subject. First, we have the Dockery law of 1894, enacted to put in force the recommendations of a joint committee of House and Senate. Under the provisions of that act a new, or at any rate an amended, system of rendering accounts and auditing and paying current claims was established; and, although methods have been recently somewhat changed, the provisions of that act are still in force. The twenty-second section of that act provides as follows:

It shall be the duty of the Secretary of the Treasury to make appropriate rules and regulations for carrying out the provisions of this act, and for transferring or preserving books, papers, or other property appertaining to any office or branch of business affected by it.

That gives the rules and regulations established by the Secretary of the Treasury the force and effect of law, on this subject, though the heads of other departments may make rules and regulations subordinate to and not in conflict with those made by the Secretary of the Treasury. But all of them must tend to carrying out the provisions of the act. That all such rules and regulations if conforming to these tests have the force and effect of law is settled by a decision of the Supreme Court rendered the 1st day of last May, in the case of *United States v. Grimaud*. Now, turning to the rules of the Treasury Department governing traveling expenses, we find the following express requirements.

I hope the committee will excuse me from reading that; it is fine print and there is considerable of it. It embodies and refers to the statutes and supports the contention that I have made.

The CHAIRMAN. It substantially provides for actual necessary expenses?

Mr. SPELLING. Yes, sir; and refers to the statutes which make—well, one part of that is almost as pertinent as another. I wish to say that the provisions are more stringent than the expressions I have based on them, in part, and the committee will find them so. For instance, it definitely defines traveling expenses and what can and what can not be expended, and states the procedure in case it becomes necessary to make additional expenditures.

GENERAL INSTRUCTIONS.

1. *Form and use.*—(a) This form of voucher (no duplicate required) will be used in accounting for actual necessary expenses of travel. Where an account is too large to be stated on one form, insert additional sheets in the fold—using the ruled side only—and fasten them together in the upper left-hand corner of the second sheet. Accounts must embrace each and every item of expenditure pertaining to the period for which the account is rendered.

(b) Officers and employees are not entitled to reimbursement for any expenditures made from their private funds other than for purely personal traveling expenses, except under stress of urgent or unforeseen public necessity. Before using their own funds they should ascertain whether it is feasible to forward vouchers to the department for payment. The measure of the feasibility of so making payment should not be their own convenience or desire. Where the stress of public necessity requires officers

and employees to use their own funds, the facts should be set out in the itemized statement just beneath the item or items affected.

2. *Allowances*.—Under the regulations persons traveling upon official business are allowed their "actual traveling expenses," usual and essential to the comfort of travelers, as embraced in the following items of expenditure:

(a) Actual fares on railroads, steamboats, and other conveyances, by the shortest practicable route, or the hire of special transportation where there are no regular means of conveyance.

(b) Street-car or omnibus fare to and from depots and hotels, and where there are no such conveyances, moderate and necessary hack hire.

(c) Reasonable fees to porters and expressmen, and, where the travel continues for a week or more, reasonable expenses for laundering; also reasonable allowance for baths.

(d) Sleeping-car fare for one double berth for each person, or customary stateroom accommodation on steamboats and other vessels, or one seat in parlor car.

(e) Lodgings and actual board in hotels at a rate not greater than \$5 per day.

(It has been decided by the accounting officers that items of expense which can not be classified within the foregoing limitations are not properly chargeable as "actual traveling expenses" under the regulations.)

3. *General requirements*.—(a) An itemized chronological statement of expenditures must be given in the account. In travel west of the Mississippi River the names of all railroads must be given (by their initials). The name of the place where an expense was incurred must be given. For meals on dining cars it will be sufficient to use "en route."

(b) Charges for board and lodging at hotels must be supported by the receipted bills. Such bills should state the beginning, the ending, and the exact period of the service, and the rate per day or week, thus: "From dinner, July 12, to supper, July 14, 2½ days, at \$1.50 per day." After the signature to a receipt the word "Proprietor," "Cashier," "Manager," "Clerk," or the like, should follow.

(c) A bill for the hire of special transportation should describe the kind of conveyance, as, for instance, "horse and buggy," "2 horses, wagon, and driver," etc., and mention the starting point and points visited, distance traveled, time covered, and rate per day or hour.

(d) The account must be sworn to and the affidavit on the face of the voucher properly executed. The notary's fee for administering the oath should be entered, without date, as the last item of the account.

(e) A memorandum should be kept, by date and amount, of all expenses incurred, of whatever kind, while traveling, as the affidavit or affirmation is partially based upon the details afforded by such memorandum, which should be retained for purposes of reference until the account is examined and paid.

9. *Detentions*.—Laying over at any point, or any detention en route, or any deviation from the "shortest usually traveled route," not provided for in the instructions, involving expense to the United States, must be satisfactorily explained, or the charges incident thereto will be disallowed. If due to the exigencies of travel, such as changing cars or awaiting train connections, accidents, etc., so state.

12. *Itemization*.—Under the act of March 3, 1875, an officer or employee is entitled to reimbursement for such traveling expenses only as have been actually incurred by him in traveling upon public business, and to enable the accounting officers to determine what expenses have been so incurred the expenses must be itemized and supported by subvouchers when practicable.

14. *Unauthorized items*.—Items of expenditure appearing in traveling expense accounts having no apparent relation to the usual and customary expenses of travel (in this connection see par. 1b) must be specifically authorized before payment can be made therefor. If not provided for in the instructions, reference to such items should be made in the letters transmitting the accounts, accompanied with suitable explanations as to their necessity, and submitting request for their consideration and authorization in the discretion of the department.

Upon the passage of the act known as the Dockery Act in 1894, a part of which has been quoted, the Secretary of the Treasury promulgated rules and regulations, and among them was that fixing the maximum for traveling expenses at \$5 per day. His rule was at once accepted as law by all the departments, that of Justice among the others. In the rules adopted by Attorney General Bonaparte, a copy of which is one of the exhibits to the Attorney General's letter, we find that to be the accepted maximum. But Mr. Wickersham, seeking perhaps a higher level of official splendor, seeks, by an order

dated April 1, 1909, to make a law peculiarly and exclusively for his department, and has fixed it for certain cities at \$6.

I quote certain provisions which are almost as stringent as those of the Treasury Department, and probably identical, although I have not compared them:

The attention of the officers and employees of the department is called to the following provisions of the act entitled "An act making appropriations for the support of the Army for the fiscal year ending June thirtieth, eighteen hundred and seventy-five, and for other purposes," approved June 16, 1874.

"*Provided*, That only actual traveling expenses shall be allowed to any person holding employment or appointment under the United States, and all allowances for mileage and transportation in excess of the amount actually paid are hereby declared illegal; and no credit shall be allowed to any disbursing officers of the United States for payments or allowances in violation of this provision."

In accordance with the foregoing provisions and requirements, persons traveling upon the official business of this department will hereafter be allowed their actual traveling expenses usual and essential to the ordinary comfort of travelers embraced in the following items of expenditures:

1. Actual fares on railroads, steamboats, and other conveyances by the shortest practicable route; the hire of special transportation where there are no regular means of conveyance, street-car, omnibus, transfer-coach fare, or moderate and necessary hack hire to and from residences, railway stations, and hotels; sleeping-car fare for one double berth for each person, or customary stateroom accommodations on steamboats, and one seat in parlor car.

2. Board and lodging at a rate not greater than \$5 per day, except in the following cities, when the rate shall not exceed \$6 per day: Boston, New York, Brooklyn, Philadelphia, Baltimore, Atlanta, New Orleans, Pittsburg, Buffalo, Cleveland, Cincinnati, Chicago, St. Louis, Kansas City, St. Paul, Denver, Portland, San Francisco, and Los Angeles.

In the light of what I have before set forth this can not be viewed in any other light than as an attempt to change the law by Executive order. Even if it were at all material, there exists no reason for fixing a higher maximum for the selected cities than for other places.

As before stated, I think any construction of the law which would allow one traveling upon official business to collect more than actual expenses merely because a maximum limitation has been set above which no one can under any circumstances go, would be an absurd construction. If one went on a trip west or south to one of those smaller towns or cities and the hotel bill was \$2 or \$3 per day, and he filed and swore to a voucher for \$5 per day, I think it would be just as dishonest for him to charge the full limit as if he took the money from the Treasury when no one was on guard.

I have prepared from the annual reports a comparative statement showing how the salaries and other expenses of the Department of Justice have increased from 1893 to and including the fiscal year 1910. Without further comment I insert it here.

Disbursements by Department of Justice (for department at Washington) for salaries generally, showing also disbursements to pay regular assistants and special assistants.

Years.	Salaries generally.	Pay of regular assistants.	Pay of special assistants.
1898.....	\$152,417.03	\$96,272.73	\$26,513.03
1899.....	151,992.93	92,146.87	41,598.18
1895.....	166,238.35	122,606.92	15,500.00
1896.....	177,720.51	127,347.50	42,206.37
1897.....	191,927.25	79,457.45	18,380.85
1898.....	194,943.70	131,515.58	26,423.50
1899.....	196,430.00	153,746.65	24,568.02
1900.....	200,722.47	167,922.79	20,755.39
1901.....	205,833.36	170,000.00	38,703.88
1902.....	206,065.25	174,000.00	30,250.25
1903.....	206,073.82	192,000.00	40,875.96
1904.....	210,965.82	200,000.00	59,256.37
1905.....	241,755.24	207,204.11	84,970.15
1906.....	242,505.04	222,017.63	130,000.00
1907.....	270,674.73	243,389.23	102,138.79
1908.....	279,106.62	243,943.65	312,375.05
1909.....	407,141.27	259,943.51	132,831.98
1910.....	413,324.51	271,613.59	208,816.31

It will be noted what an abnormal increase in the cost of special assistants occurred in the political year 1908, as shown by the annual reports. From \$102,138.79 it rose to \$312,276.05, and then fell to \$132,831.98 the next year. For 1910 it again increased to \$208,816.31. The bill for publicity of campaign expenditures would seem to be somewhat defective. Timely publication of Uncle Sam's contributions should be made.

The totals of disbursements for traveling and miscellaneous expenses, given in the general exhibit of appropriations and disbursements, from 1900, when first so given, down to and including 1910, are far from correct, as is shown by casting up the itemized statements furnished under the act of May 22, 1908.

They appear in said general exhibit, as follows:

1900.....	\$4,028.90
1901.....	5,112.20
1902.....	6,521.84
1903.....	8,499.90
1904.....	14,300.00
1905.....	2,757.20
1906.....	5,090.63
1907.....	5,414.39
1908.....	6,176.82
1909.....	5,966.00
1910.....	6,216.03

Mr. MURRAY. In 1900 it was \$4,000?

Mr. SPELLING. Yes, sir; in round figures.

Mr. MURRAY. And in 1904 it was \$14,000?

Mr. SPELLING. Yes, sir.

Mr. MURRAY. And \$6,000 in 1910?

Mr. SPELLING. Yes, sir.

Mr. MURRAY. Do you happen to know the reason of the large amount in 1904?

Mr. SPELLING. I can give you a pretty shrewd guess.

Mr. MURRAY. What is it?

Mr. SPELLING. I think a deficiency was created in the preceding year, in order to pay an unusual amount of traveling expenses, and

that the scheme of drawing traveling expenses out of other funds had not been discovered or invented that year; but I think in the next year the invention was made, because in the next year we have only \$2,757.20—that is, 1905, as given in the annual report. That is in the big tabulation for traveling expenses, and it was undoubtedly 4 or 5 or 10 times that amount. I think in that year, 1905, they began to draw the traveling expenses out of the antitrust fund and other funds.

Mr. HUBBARD. This last statement of yours is a mere inference. You have no actual facts upon which to base the conclusion that \$14,000 was not spent in 1904?

Mr. SPELLING. That is correct. That is only my way of reasoning it out. I shall take the trouble to look it up; I have not had time.

Mr. HUBBARD. It is a question of your judgment and your inference, not of actual fact?

Mr. SPELLING. No; it is capable of demonstration whether my guess is correct or not.

Mr. MURRAY. Were your figures taken from the reports?

Mr. SPELLING. From the annual reports; but, as I say, the figures representing the total expenditures for traveling expenses are far from correct.

The CHAIRMAN. You know that in recent years the practice of the department has been to draw on other funds than the fund that is specifically appropriated for traveling expenses in order to bear the expense of traveling?

Mr. SPELLING. Yes, sir. At any rate, from and including the fiscal year 1908, that is proven by the annual reports which purport to give an itemization of the traveling expenses and the funds out of which drawn. They seem to be drawn without any definite rule in some instances. In one year they drew traveling expenses out of the fund for the prosecution of naturalization cases. That occurred one year. I do not believe that ever occurred again. There seems to be no definite rule on the subject. There is one rule that consistently goes all the way through. They draw traveling expenses from the appropriations to enforce the antitrust law and to defend claims against the Government, I think, almost exclusively, if not quite in every year, if I am not mistaken, every one of those three years. What they did prior to 1908, I mean that fiscal year, I have no means of knowing, because there is not anything to be found in the annual reports or that has been submitted by the department that shows how funds were handled in payment of traveling expenses prior to the fiscal year 1908.

The CHAIRMAN. In regard to your statement as to special assistants, did I understand you to say that for the fiscal year 1907, \$102,000, in round numbers, was used for that purpose and for the year 1908 there was an increase to \$312,000?

Mr. SPELLING. That is according to my figures.

The CHAIRMAN. And for the year 1909 a reduction down to \$132,000?

Mr. SPELLING. Yes, sir.

The CHAIRMAN. Have you any explanation to make of that—can you account for that very marked increase for that particular year?

Mr. SPELLING. I can not account for it by documentary evidence. I could form a very intelligent opinion. I feel free to state anything I know. I do not know whether it is material, however, or that it accounts for the increase. I know that there was not much done in the summer of 1908 except what a very few obscure individuals did.

The CHAIRMAN. Do you know of any peculiar condition that existed in the department during that particular year that required such a marked increase in the expenditures for special assistants?

Mr. SPELLING. I do not. In fact, I think the political campaign and perhaps some other matters having a tendency to disturb and interfere with business decreased the amount of work that could be done in the courts and in the department. That is my opinion.

The CHAIRMAN. Do you know, of your personal knowledge, whether there was an unusual number of special assistants employed in the year?

Mr. SPELLING. I do not know, of my own knowledge. There are others who do know, and I think it better that I do not set afloat here in the committee any rumors.

Mr. MURRAY. Does not the report each year show the special assistants employed during the year?

Mr. SPELLING. It ought to. I have already explained that it does not. The names of Kellogg and McReynolds, who were the special assistants to the Attorney General, and have been for some years, do not appear at all in the reports or in the register of the department; and while the register carries the name of M. C. Burch, his name does not appear in the annual report for 1909 or 1910 as drawing any money for traveling expenses, though the exhibit which appears in the first hearing of this committee, the hearing which the Attorney General attended, shows that since March 5, 1909, during Mr. Wickersham's administration, Mr. Burch has drawn \$2,358.72 for traveling expenses alone. In the year 1908, Exhibit G to the letter of the Attorney General shows that Mr. Burch used transportation furnished by the department, and I presume—though the presumption could be rebutted by evidence—I presume from that that this amount of \$2,358.72 represents subsistence alone, assuming that he continued to use transportation furnished on request.

Here is the general statement, the only comprehensive exhibit to be found in the annual reports. I take that for 1908, and it is "Exhibit 9" to the Attorney General's report, which is signed by him. That report gives the appropriations in one column, the amount appropriated for various purposes in another column, and the amount used in a third column. Now, the fund appropriated for traveling and miscellaneous expenses, Department of Justice, \$8,500, is found in the first column.

The CHAIRMAN. That is the amount appropriated?

Mr. SPELLING. Yes, sir; \$8,500, and the amount reported to have been used is \$6,176.82, which corresponds with the figures I have in my statement. Now, I am coming presently to the amount which was actually used for traveling expenses in that year.

The totals of transportation furnished upon request are given for the year 1908, what I have just read, but are neither given by totals or otherwise in any other year. There is something in the Attorney General's report for 1905 to indicate that the practice of paying traveling expenses out of other than the traveling expense appro-

priation began then. In the preceding year the expenditures amounted to \$14,000 (see report for 1904, p. 205). In 1905, according to the Attorney General's annual report (p. 175), the total disbursements out of the specific fund dropped to \$2,757.20. As the traveling expenses must have aggregated much more, the discrepancy can only be accounted for upon the assumption that they were then for the first time mostly paid out of other funds, for instance, the antitrust appropriation, the appropriation for defending suits, etc. All of which under the plain provisions of the Tawney Act, as I construe it, was illegal.

Now, on the subject of the special assistants, this is not of any very great importance, I think, but it serves to keep up the connection between the parts, historically.

From 1892 to 1899 there were special assistants to assist United States attorneys in the districts, but appear to have been none connected directly with the work at Washington.

NOTE.—See full list of special assistants, report 1902, p. 248; same in 1893, see list in report for 1893, p. 80; same in 1894, see list in report for 1894, p. 99; same in 1895, see list in report for 1895, p. 142; same in 1896, see list in report for 1896, p. 116; same in 1897, see list in report for 1897, p. 105.; same in 1898, see list in report for 1898, p. 115.

The first instance of an employment by the Attorney General to represent the Interstate Commerce Commission was in 1901, when L. A. Shaver was authorized by him to represent the Commission in litigation with the Southern Pacific Railroad Co., and at no other compensation than that received as an employee of the commission.

In 1902 Joseph H. Call was employed by the Attorney General in *I. C. Commission v. The Southern Pacific R. R. Co.* Compensation to be "as hereafter fixed and paid by I. C. Com."

NOTE.—Same in 1899, see report for 1899, page 174; same in 1900, see report for 1900, page 181; same in 1901, see report for 1901, page 168; same in 1902, see report for 1902, page 128; same in 1903, see report for 1903, page 235.

The following named were then reported as in the employ of the department: M. C. Burch, special attorney; Henry T. Campbell, assistant attorney; George H. Gorman, special attorney.

So that you see there were no special assistants to the Attorney General up to that time, 1902. From that date forward the force of assistant attorneys, special attorneys, and special assistants to the Attorney General rapidly and largely increased.

Now, I come back to these traveling expenses. I have already given you the amount shown in the annual report. Here are some totals which are found by turning to the itemized statements in these same annual reports, statements furnished under the act of May 22, 1908. They are as follows:

Traveling expenses, 1908 report:

Out of fund for defense of suits in claims against the United States....	\$9,476.28
Out of fund for enforcement of the antitrust laws.....	6,534.21
Out of fund for traveling and miscellaneous expenses.....	2,922.66
Out of fund for pay of special assistant attorneys.....	8,107.59
Out of fund for pay of assistant attorneys in naturalization cases.....	650.73
Out of fund for prosecution of crimes.....	710.93

Total..... 28,402.40

That for 1908 is the only report which gives the transportation furnished on request and only gives the total. It aggregated for that year \$5,501.84. Deducting same for purposes of comparison with other years, we have a balance of \$22,900.56.

Traveling expenses, 1909 report:

Out of fund for enforcement of antitrust laws.....	\$5,323.62
Out of fund for defending suits on claims.....	8,309.38
Out of fund for traveling and miscellaneous expenses.....	2,627.51
Out of fund for prosecution of crimes.....	696.46
Out of fund for pay special assistant attorneys, United States courts..	2,928.24

Total.....	19,885.21
------------	-----------

Traveling expenses, 1910 report:

Out of fund for defending suits on claims against the United States...	6,878.79
Out of fund for enforcement of antitrust laws.....	5,033.38
Out of fund for traveling and miscellaneous expenses.....	2,459.74
Out of fund for pay special assistants in United States courts.....	325.65

Total.....	14,697.56
------------	-----------

The CHAIRMAN. Have you discovered any provision of the law anywhere that gives them authority to use money for the purpose of traveling, out of any fund other than that specific appropriation for that purpose?

Mr. SPELLING. I have not, and I venture the opinion that it violates the letter and the spirit of the Tawney Act when they do it, and perhaps other provisions.

But these totals for traveling expenses are far from correct. The disbursements to Frank B. Kellogg alone, in the fiscal year 1908, amounted to \$5,784.86, and to J. C. McReynolds \$386.45, total \$6,171.31. In the fiscal year 1909 it was, for Kellogg \$13,899.48 and for McReynolds \$458.75, total \$14,358.23. In the fiscal year 1910, it was for Kellogg \$2,877.36 and for McReynolds \$720.90, total \$3,598.26. No item or part of either of these amounts appear in the Attorney General's report for either of these years as traveling or personal expenses, or in any form except that it is barely possible the expenditures to them may be included and concealed in the grand totals of departmental expenditures. There is nowhere anything to enlighten Congress or even give a hint that Kellogg and McReynolds, or either of them, was in the employ of the Government at all, or that a penny had been disbursed to or on account of either of them for fees, salaries, or expenses. The same is true after 1908 of Burch, and probably of others.

It may be well to note that the grand total of \$59,000 drawn by Kellogg for fees up to February 11, 1911, was in the Standard Oil case alone. He remains to be settled with in the other cases, and all the contracts with him are wide open at the end where the money rolls out. The only one who can tighten the string is the present Attorney General, unless Congress sees fit to take action. His liberality with public funds is pretty well established. There are several other attorneys in the employ of the department and assigned to these cases. Among them is Mr. Cordenio A. Severance, Kellogg's law partner, who has already received \$20,000 in the Union Pacific merger case alone as a fee. Where is this thing to end? Will there have to be a new bond issue to satisfy the greed of those who have gained the favor of Mr. Wickersham?

Less than 40 years ago the Department of Justice was established as a department, with the Attorney General at its head as a cabinet officer. He then only had one assistant, with a small force of law clerks. That office already had been given supervision over district attorneys. There are now seven Assistant Attorneys General and an assistant to the Attorney General. Within that period the office of Solicitor General has also been created for his relief in Supreme Court cases. Each other department has also been provided with its chief law officer, assistants, and clerks, all under the control of the Attorney General. Only one special assistant to the Attorney General was ever authorized by statute

I am giving you a gratuitous legal opinion.

Mr. MURRAY. Which one was that?

Mr. SPELLING. I will tell you right now. That was because of the creation, after the Spanish War, of a Bureau of Insular Affairs. Charles W. Russell was then appointed special assistant to the Attorney General to look after the affairs of that bureau.

Attached to many of the vouchers are copies of telegrams which prove that the only duty assigned to some of the special assistants is that of visiting places where Federal grand juries are in session and participating in official capacity in their deliberations. That appears to have been the principal work assigned to Graves and Burch, though occasionally one of the higher officials takes a hand.

There was a constant increase in the number of Supreme Court cases to which the United States was a party, or in which it had a substantial interest up to about 1893, when the number was 133. The number then greatly decreased because of the establishment of circuit courts of appeals, and the imposition of the duty of following their cases to that court upon district attorneys. At present the number of such cases disposed of each year averages about 110. So there has been no increase, but rather a diminution, of business requiring attention from the Department of Justice in the Supreme Court. An examination of the statistical information on the subject, to be found in the annual reports, shows a very slight increase in the number of such cases in the 18 years since courts of appeals were established. But the department has found new fields for activities, and incidentally for the operations of its army of special assistants and special agents. In the department there are almost as many official titles for lawyers as are found in the regular army for soldiers, with emoluments varying according to rank. Then there are several kinds of lay assistants. One of the exhibits to the first of the printed hearings before the committee contains a catalogue and enumeration of them. Notwithstanding that the Department of Agriculture has charge of the enforcement of the pure-food act, the Attorney General maintains what is in reality a detective agency to perform the same service, and that is only one illustration among several which could be given.

All this in the face of the fact that Congress in 1908 prohibited the employment of detectives by the Department of Justice. These expenditures aggregating \$274,551.99 for the first 10 months of the present fiscal year are clearly unauthorized.

In the Attorney General's report for 1908 attention is called to the statute prohibiting the employment by that department of detectives. But Attorney General Bonaparte called attention to his

cleverness in evading it, by creating this force and calling its members "special agents."

The Attorney General never had any authority to create an office except where expressly authorized, and yet commissions creating special assistants and special agents are more numerous than those issued to statutory attaches. The operations of the department have invaded and overlapped the province of other departments, and it has become a veritable imperium in imperio. Its expenditures for maintenance of the office at Washington have increased from \$1,500 during President Washington's time to \$1,017,000 in 1908.

There has been a decrease in the expenditures of the department in the last two years. I say this simply to be fair. But they are still bad enough.

Mr. MURRAY. What was the total for the last fiscal year?

Mr. SPELLING. It was \$954,000, I believe, or something like that. It was between \$900,000 and \$1,000,000.

The CHAIRMAN. For the department, proper, here in Washington?

Mr. SPELLING. Yes. Of course, the expense of the judicial establishments throughout the country, amounting to several millions, is another and distinct matter. In addition to salaries and fees, large expenditures have been made in each of the great cases under the antitrust law and other statutes.

The Attorney General gave a very free and frank expression of his opinion about the standard oil case, and other decisions, and the result of those decisions upon the future construction and administration and enforcement of the antitrust act. I have some views on that point, and will respectfully submit them.

Mr. HUBBARD. I submit, Mr. Chairman, if it is a question merely as to these decisions that have been rendered, one way or the other, it is not proper for this record, is it, as to the efficiency of the decisions?

The CHAIRMAN. If the Attorney General gave expression to his opinion it was simply the opinion of the head of the department, the opinion of a lawyer. I do not know that it throws any light upon the expenditures in the department, the opinion of any lawyer.

Mr. HUBBARD. The same is true of him, and it is also true of the opinion of Mr. Spelling.

Mr. SPELLING. There have been enormous expenditures, and it is proper that the committee should know something about the kind of services that have been given in return.

The Committee on Expenditures in the Department of Justice need not merely inquire as to the amount of expenditures and their purpose, but may investigate as to the amount and quality of service performed in return. Unfaithful and mere make-believe service will undermine and destroy a Government just as it will any private business. Important as it is to see that public funds are not wasted or stolen, it is equally important to know whether those to whom salaries are paid are faithful or treasonable.

Now, I am prepared to show that those whose duty it was to wisely and vigorously conduct these cases have either ignorantly or willfully played into the hands of the defendants in nearly every instance to which the public attaches importance. This is a grave charge and is contrary to the belief of many who form conclusions from such information as the authorities permit to reach the public eye, but it is provable by records and documentary evidence.

Equally or more reprehensible has been the conduct of the Attorney General in regard to litigation under and amending the commodities clause of the Hepburn Act. Almost the first act of his after taking the oath of office was to prepare and have introduced a bill which so amended the clause that it legalized the very things which it was the purpose of the original act to put an end to. Failing in this, he has so conducted the litigation and colored his reports to Congress as to make the impression that the clause as it now stands has a scope and effect which it has not.

The decisions which he obtained merely pointed a broad and easily traveled way; to a union of transportation of and interest in commodities which the carriers desired to be marked out. Meantime the carriers are engaged in open, palpable, and continuous violation of the act, according to the narrowest construction ever given it, for which they have been in no instance called to account, though such violations, and the evidence to prove them have been called to his attention.

The Sherman Act contains one section prohibiting restraint of trade and another prohibiting the monopolization of or attempt to monopolize interstate commerce, or any part thereof. Now, every intelligent, honest lawyer who had given or shall give attention to the evidence collected before the suit against the Standard Oil Co. was commenced, preparatory to bringing that action, would have said that a case under the second section, prohibiting monopoly, was much stronger than any case which the Government's attorneys could hope to establish under the first section, prohibiting restraint of commerce and trade generally. And yet the complaint was projected under the first section exclusively.

Each individual may form his own opinion as to why the one thing was done and the other omitted, or why the complaint was not framed with two counts, one under each section; but it is my belief that both sides were striving to bring about the same results with respect to the views which should be elicited from the court, and become the settled construction hereafter. The entire argument from both sides was focused upon the question of whether the restraint meant in the statute was any direct and substantial restraint or was an unreasonable restraint. The contentions of the defendant's counsel that it meant the latter were weakly met, or were met with confessions, avoidances, and affirmations in keeping with the view ultimately expressed by the court.

There can be no standard of reasonableness or unreasonableness applied to the second section. There never was at common law, and no one is so bold as to now insist that prohibited monopoly admits of degrees to be measured by any test of reasonableness. If the defendants had been charged with monopolizing or attempting to monopolize interstate commerce or a part thereof, the case made out would have been so plain that the court might have rested there and avoided committing itself upon the other proposition, which in that case, it would not have felt bound to decide. But to prevent any such outcome the attorneys for the Government limited the charge to the first section. So eager do they appear to have been to accommodate the other side, that they took all this risk of losing the case.

So the upshot of the Standard Oil and Tobacco Co. cases is that we now have no antitrust statute worth mentioning, either civil or

criminal. Whether a party brought into court shall be punished or enjoined is not to be determined by any test founded on fact, such as a jury might apply, but by a mere opinion or view of expediency entertained by one or more judges. But precedent to any such judicial test the case must pass muster as one proper for prosecution through the office of the Attorney General. A jury could have decided whether in a particular case commerce was directly and substantially restricted. But now that question can never get to a jury without the prior judgment of the court adverse to the defendant, because the question of reasonableness or unreasonableness is one of law. It is true that parties may still be indicted under the first section—proceeded against civilly.

But when the evidence has been heard the court must determine preliminarily whether or not there is any case to go to the jury. It must first decide this question of law. If it decides that, admitting all the facts, there was no restraint, or that such as is proven is only reasonable, the case will be taken from the jurors and they will be instructed to return a verdict of not guilty.

But we shall be not better off on the civil than on the criminal side of the court. It must be clear to the simplest minded that a law which depends for its applicability or nonapplicability, and therefore its enforcement or nonenforcement, upon a mere matter of individual opinion in each case as it arises, is no law at all. Suppose a State statute penalizing disturbances of the peace were so amended that only unreasonable disturbances could be punished or enjoined, does anyone doubt that the peace of individuals and families and the good order of neighborhoods would soon, in large measure, become things of the past? The question of what constitutes an unreasonable disturbance would then depend upon the physical training, temperament, environment, or condition of the nerves of the particular judge before whom the case happened to come. But worse than all this, it would give the judge unlimited and undefined power over the peace of individuals and neighborhoods, a result at war with the settled view of our judicial system. So in the administration on the judicially revised antitrust act. It all will now depend not upon the honesty and intelligence of the judge, as heretofore, but upon his economic notions. If he believes, as many do, that no business is worth bothering about except big business it will be practically impossible to present a case in which he will see more than a reasonable regulation of competition, that being, according to the view of those now in control of the enforcement of the antitrust law and of others of their school of thinking, the arch enemy of progress.

Attorney General Wickersham has been again heard from on the recent antitrust decisions, this time on the shores of Lake Michigan. The sponsors for "big" business loudly acclaim the profundity of his thought and depth of his wisdom. It is true they can not unravel his tangled skein of language; but it is scarcely necessary that they should. They know where he stands. He begins with the startling declaration that the area of uncertainty in the law has been greatly narrowed and that its scope and effect have been pretty clearly defined; the school of literal interpretation has been repudiated, and the application of the rule of reasonable construction has been declared.

In the next sentence he assumes that, in cases arising under the statute, intent is an essential ingredient. Now, other trust lawyers labored long and hard to have the courts hold that the restraint prohibited by the act must be intentional. But the courts, even the Supreme Court, persistently ruled against them. They have all abandoned the effort; all except Wickersham. With equal reason he would contend that where one puts arsenic in another's cup, an intent to poison, and not merely to nauseate, must be shown. The assertion that more uncertainty arises upon a literal reading and application of the statute than from recourse to deductions from reasoning, necessarily speculative and leading to variant results, is absurd on its face.

Nothing could afford better evidence of the chaotic condition produced by the Supreme Court decisions in the Standard Oil and American Tobacco Co. cases than the confused and incoherent attempts of the Attorney General to explain their meaning, notably his recent attempt at Battle Creek, Mich.

Mr. HUBBARD. Excuse me, Mr. Chairman, it is 12 o'clock. Shall we adjourn now? The House is to meet at 12.

I wish to say, in relation to this matter that Mr. Spelling is now calling attention to, I may be in most substantial accord with him in the criticism of a decision of the Supreme Court, but certainly it is not a matter that we can take into consideration here, not even with relation to the expenditures that may have been made.

Mr. SPELLING. I am coming now to some cases.

Mr. HUBBARD. This is a question of a criticism of the Supreme Court, of its decisions, a criticism of all the officers who have had anything to do with the conduct of these cases before the Supreme Court, and, virtually, a charge that they have been corruptly remiss in their duties in not presenting a phase of the case which Mr. Spelling thinks should have been presented. It opens up a field, certainly, of exceedingly wide criticism and presents here in our record, with the consent of the committee, an apparent charge against these officers and against the Supreme Court itself.

Mr. SPELLING. Now, Judge, in addition to saying that I am now coming to concrete matters, I wish to take issue with the proposition that anybody can not come before this committee and impeach either the good faith of the management of cases, or the mismanagement, from any other cause, when they cost the Government hundreds of thousands and millions of dollars, and they are justifying many of the public and themselves by saying, "Suppose it did cost a lot of money; you see what we have done." If they have misconceived the law and made a mess of this business, Congress ought to know it. Probably Congress knows more about it than I do, but anybody ought to be allowed to come before this committee and call attention to it, and that is what they do before other investigating committees and have done from time immemorial before committees of Congress. People are allowed considerable latitude. The Attorney General has come here and discussed these matters, and I propose to speak now by the record, and I have as good a right to come before a committee and give my legal opinion as the Attorney General has, or anybody else has, if the committee is inclined to be reasonable with

Mr. WITHERSPOON. Mr. Chairman, I would like to have the committee adjourn until 2 o'clock. It is time for the House to meet now.

The CHAIRMAN. We will adjourn until 2 o'clock, and I will just say this, that in view of the latitude that is allowed before a committee, and in view of the fact that Mr. Spelling has made these charges repeatedly in matters submitted to me as chairman, and to others, I thought it would be well for him to present his views and let them go into the record and let them be met in the best way they could. He will be subject to cross-examination.

Mr. SPELLING. Yes; and any other test.

The CHAIRMAN. I am aware of the fact that we have no jurisdiction over the Supreme Court. Of course, if he could substantiate his charge that the Department of Justice had willfully refused to incorporate in its complaints matters that ought to have been incorporated, it would be a proper matter. I recognize that it is a difficult matter to establish a thing like that as a matter of fact.

Mr. HUBBARD. Yes; and, of course, for anyone to enter upon a cross-examination of Mr. Spelling upon a matter of opinion upon what the Supreme Court has decided, I think that I agree with Justice Harlan's dissenting opinion; but we are in the position of Justice Harlan, we can do nothing more than declare.

(At 12.05 o'clock p. m. the committee adjourned until 2 o'clock p. m.)

AFTERNOON SESSION.

The committee met pursuant to taking a recess.

STATEMENT OF MR. THOMAS CARL SPELLING—Continued.

The CHAIRMAN. You may continue, Mr. Spelling.

Mr. SPELLING. The matter I now come to I consider a matter of importance and a matter in which I take more interest than anything else, a legitimate matter of examination.

In the Union-Southern Pacific-Harriman merger case and the Coal Trust suit I prepared a paper in each case and delivered the same to the Attorney General. In the Coal Trust case I had presented the matter to Attorney General Bonaparte in July of the preceding year, 1908. In both these cases I delivered papers by permission of Attorney General Wickersham, obtained after a conversation on the subject at the Supreme Court room. The delivery of the document in the railroad merger case was accompanied by the delivery of a brief note, a carbon copy of which I have here. It reads thus:

APRIL 12, 1909.

To the ATTORNEY GENERAL:

These are the two "suggestions" of which I spoke to you at the Capitol to-day.

With reference to the paper on Union Pacific case under the antitrust law, I should say that the omission to which I call attention impressed itself upon my mind upon study of the pleadings on both sides. If my conclusions are correct, the suggestion to amend is timely.

The other paper contains the result of legal investigations. If you think it might have been more properly sent to the President, and you deem it worth while, you may call his attention to it.

Very respectfully,

T. C. SPELLING, *Special Assistant.*

The document delivered reads as follows:

United States *v.* Union Pacific Railroad Company and other railroad and railway companies and E. H. Harriman and other individuals under the antitrust law.—United States Circuit Court for Utah.

The principal omission—and none other will be noted—is the failure to make the Chicago, Rock Island & Pacific and the Chicago & Alton Railroads parties defendant or to allege facts pertaining to them.

Reasons why they should have been joined.—It is peculiarly a case in which competition is destroyed or suppressed by taking away the power and motive to compete in the manner alleged; that is, by the acquisition of controlling interests of competitors by one dominating competitor. If this were done by one engaged in private business it might be difficult to deal with the transaction under the antitrust law. But the law does not permit it to be done where interstate transportation is involved, whatever the form of the combination. This view has been fully and emphatically expressed in varied phraseology in several cases. Especially will it not be permitted where the means adopted are themselves contrary to public policy as known at common law, and to the antitrust act as construed by the courts, as in this case.

But in such a case, the gist of the action being the stifling of competition, it is vitally important that it be shown that competition has been in fact destroyed or suppressed. The complaint sets forth, among many allegations, specifically the acquisition by the Union Pacific of the stocks sufficient to give it control of the Southern Pacific, the Central Pacific, the two Oregon lines, and of various steamship lines, and alleges, generally, that competition, or at any rate the motive for competition, is thereby destroyed between common points on the Pacific and in the Orient on the one side and the central-western markets and the Atlantic seaboard on the other. In passing, it may be remarked that this is a very broad and vague description of competition. In some such sense a railroad extending from the Gulf to the Canadian border and one extending from the Atlantic to the Pacific and crossing each other at right angles might be said to compete.

The foundation was laid in this case, however, by the preliminary investigation and report of the Interstate Commerce Commission for a much more definite and specific complaint as respects this subject of competition on the eastern side. It is at least difficult to see that competition is suppressed or restricted in the East, however much it may be on the western coast. But if the facts gathered in the preliminary investigation had been made the basis of allegations in the complaint bringing in the Rock Island and the Alton, leading to their establishment by proofs, the stifling of competition in interstate transportation could have been very clearly seen. The Rock Island reaches various Southern Pacific points in Texas, and the Chicago & Alton would but for its joint control compete with the Union Pacific and Rock Island at many important points.

In a certain sense the Southern Pacific and Union Pacific were competitors for interstate and foreign commerce from Atlantic points, especially at New York. But the joint arrangement between the Union Pacific and Rock Island whereby the Chicago & Alton is jointly controlled by them appears to me the one essential link in the case that was needed, the absence of which endangers the whole case.

Probably the theory of counsel for the Government was that the Union Pacific-Rock Island combination for the control of the Alton might be treated as a separate combination, to be dealt with in a separate suit. So it might; and yet it could have been dealt with in the pending suit, and could be brought in even now, thus greatly strengthening it. The Rock Island not only reaches points common to itself and the Southern Pacific in Texas, but it reaches Union Pacific points in Colorado, Nebraska, and Kansas. The Atchison, Topeka & Santa Fe Railway is made a defendant, but there were better legal reasons for joining the Rock Island and Alton companies as defendants. In the former the Union Pacific held only a sufficiency of stock to control the election of two directors by adopting the system of cumulative voting. But the Union Pacific holds nearly all the preferred stock of the Alton and shares with the Rock Island in ownership of the common. Together they elect the entire board of directors.

For each combination open to attack under the statute there is a head—a moving factor. In this case it is the Union Pacific. Though there may be no direct connection between the Rock Island or the Alton and some of the other defendants, yet with the Union Pacific and its controlling spirit, Mr. Harriman, the connection is direct. There could be no possible legal objection to impleading these companies in the present suit, and under the liberal provisions of the statute they could be brought in.

Mr. SPELLING. About the time of the last-mentioned transaction, wishing to examine the evidence taken by the Interstate Commerce Commission at its investigation of this matter, in 1907, I discovered that all the transcriptions of reporters' notes of the hearings had disappeared. That would appear to be also a proper matter for investigation at this time.

In the Coal Trust case my opportunities for investigation and consideration of the law of the matter were better, so that greater care was taken in the preparation of the document delivered first to Mr. Bonaparte and subsequently to Mr. Wickersham. It is of considerable length and somewhat technical, and I will first offer it to be placed in the record as an exhibit and now make a short, simplified, and abridged explanation of the whole matter.

That [exhibiting] is the memorandum I gave to Mr. Bonaparte in July, 1908, and an original made from this was submitted to Mr. Wickersham about March 15, 1909.

(The memorandum referred to by Mr. Spelling and the carbon copy of letter to Attorney General Wickersham follow as a single exhibit, marked "Exhibit 3.")

DEPARTMENT OF JUSTICE.

[Carbon copy for the files.]

EXHIBIT 3.

To the ATTORNEY GENERAL:

I believe I stated to you a few days ago that I had made certain investigations at the request of Attorney General Bonaparte. The case against the Reading Co. et al., involving the coal roads, coal companies, and others, is one of these. My work covered the record in the case, as well as voluminous reports upon investigations. Careful attention had to be given to the pleadings. Mr. McReynolds, whom I have never seen, came into the case after the complaint was filed. He came to see the Attorney General, insisting, in effect, that the suit had been projected wrong and should be remodeled. The Attorney General (who as I have been told directly participated in preparing the complaint) differed with Mr. McReynolds and referred the whole subject to me for investigation and report. I worked at it through July and sent my report to the Attorney General at Lenox, Mass., but I have never received a word from him in response.

I am deeply impressed with the view that even now an amended complaint should be filed upon terms. I hand you herewith a memorandum, the same being an enlargement of that sent Mr. Bonaparte. I also hand you a carbon copy of the letter accompanying my report to the Attorney General. I can not, however, quite get rid of the idea that I should call your attention to the subject.

The defect appears to me to be more serious than mere multifariousness and to amount to misjoinder of parties, defendants, and of causes of action.

Yours, very respectfully,

Special Assistant to the Attorney General.

MEMORANDUM ON COMPLAINT IN UNITED STATES V. READING CO. ET AL.

I realize that many of the defects and shortcomings of the complaint are not in and of themselves vital or important, but their combined effect may, if no change is made, place the Government in an unfortunate predicament at the trial. For one thing, much of the testimony which has been taken may, at the trial, turn out to be inadmissible.

The loose, inartistic, unscientific features of the pleading do not constitute the only justification for criticism. Objection is made to it, in each and every answer, that it is multifarious. The idea in the mind of the draftsman appears to have been that there was an anthracite industry which had fallen into the hands of a combination of carriers, coal companies, and "independents," and that nearly everything having any

connection with the business was proper matter to be alleged. The mere fact that there was a commercial connection between certain corporations and individuals, engaged in the business, was thought to justify the insertion of an allegation referring to such connection, in a complaint drawn under the provisions of the antitrust act.

Before an attempt was made to draw a complaint in this case, very careful study should have been made of the statute, and the different sections of it should have been compared, with reference to their application to the ultimate facts disclosed in the preliminary investigation. If there was any such preparatory study or comparison, in this instance, the complaint discloses very little evidence of it. Anything that looked bad, or even suspicious, appears to have been seized upon and alleged, whether it had any real connection with other matters alleged or not.

On the other hand, as shown hereinafter, some allegations which ought to have been made were omitted or the allegation is so vague as to be ineffective. The connecting link between the parties defendant, chiefly relied upon, as appears from the complaint, is a certain conference between individuals, some appearing at the conference in a representative capacity and others in an individual capacity. Several corporations and numerous individuals, defendants in the action, did not appear and were not represented. The general allegations referring to the conference would seem to be too narrow and indefinite to cover the specific allegations. The evidence which has been taken to prove the conference and its proceedings may be strong or weak. It should be carefully scrutinized before further important steps are taken. What follows is the result of my examinations of the pleadings. In form, it is merely a fragmentary criticism of the complaint. To properly understand it, one should have before him the complaint and answers.

The complaint makes the transportation to tidewater the dominating feature and omits the Delaware & Hudson, the Pennsylvania, and the New York, Ontario & Western, because they are not connected with the making and carrying out of a certain species of contracts with independent shippers. The case should not turn either on the existence of these shippers' contracts nor upon the "tidewater" distinction, nor upon any other single feature. On the contrary, the whole anthracite business should be treated as a current or sphere of interstate and foreign commerce which has been and is being restrained or deflected from natural channels by a combination. The facts properly alleged could have been made to present a case almost identical with the Beef Trust case. That form of case is easiest of all to embody in a complaint, prove, and prosecute, and it would have had the advantage of including as defendants the Pennsylvania and Delaware & Hudson, which are among the guilty, if any are, in a case so projected, as shown by the report of the Interstate Commerce Commission, pursuant to joint resolution of March 7, 1906.

I would have cast the complaint in more general terms so as to have included other ultra-Pennsylvania distributing points than tidewater. The complaint laboriously shows that these carriers have monopolies of transportation from along their respective lines. Now there is no law against mere monopoly. Least of all is there any Federal law, or even any State law, against a local or individual monopoly by a railroad. There must be either an agreement in restraint of interstate commerce, or such a combination as is the equivalent of an illegal agreement affecting interstate commerce, in order to make out a case under the first section of the antitrust act. As to what will make a case under the second section, can not be stated upon authority. But obviously, the mere possession of a monopoly, nothing additional being shown, does not constitute it, nor does the acquisition of a monopoly constitute it, regardless of the character of the methods adopted. I do not think it possible that a monopolization of interstate commerce can be proved by evidence which would be insufficient to make out a case under section 1.

And yet this case is brought under section 2 alone.

The complaint alleges, and thereby probably recognizes the materiality of a fact which is really immaterial; that is, the chartered powers of the Delaware, Lackawanna & Western. And the same would be the case if the Delaware & Hudson were brought in. In the Northern Securities case, which is subsequent to the two cases which counsel for complainant in this case somehow have concluded are of some binding force, State laws and State charters were disregarded and not allowed to affect the decision one way or another. The complaint at this point (top p. 7, as printed) speaks of the defendants, other than the Delaware, Lackawanna & Western, as "without lawful power," etc., which seems to me to be the adoption of a prejudicial theory to the effect that their State charters are effectual, to confer the powers claimed, which the court may hereafter treat as binding on the Government in this case.

As to these contracts with independent carriers, it is alleged that they were made "acting either directly or through the agency of their subsidiary coal companies." Is that good pleading?

The complaint, in speaking of the consolidation of the Erie and New York, Susquehanna & Western interests, says that it "helped to unify and consolidate the afore-said unlawful combination formed by all the defendants to control the transportation and sale," etc., "throughout the several States." This is an important allegation, but the pleader should not have rested on the word "helped." There should have been some definite allegations clearly connecting it with the leading combination.

Owing to the phraseology of the closing part of that paragraph, (b), that must be shown to have been a monopolization as per section 2. It should have been alleged in both forms throughout so that the evidence would sustain a finding under both sections 1 and 2, or under either.

In paragraph (c) there is an allegation that a certain combination was formed through the medium of the Reading Co., "with the result of destroying every motive for competition between said railroad or railway companies," etc. Now, that it violates the antitrust act merely to destroy the motive to compete may be doubted. The other allegations warrant an allegation that the power to compete was destroyed, and it should have been so alleged.

The same form is found in other parts of the complaint.

Does it not sufficiently appear that the Guaranty Trust Co. is interested to make it a necessary party defendant? (See par. (d).)

Paragraphs (d) and (e) show how the building of independent competing railroads was prevented, and show, perhaps, sufficiently that it was done by evasive proceedings. But it should be further shown, and should be directly alleged, if the facts warrant it, that there is in the doing of this some existing purpose or policy among the members of the combination to keep down and smother competition in coal transportation. And without some such allegation the allegation as it stands is pointless and valueless.

The complaint does not allege the contracts with "independent" shippers to be still in force or the practice thereunder to be a present existing or continuing practice.

An instance of the carelessness with which the pleading is drawn is seen on page 5, near the beginning of paragraph 11, where it is alleged that "defendant carriers operate the only lines of railroad between the anthracite-coal fields in Pennsylvania and tidewater points in that and other States, and in the absence of the restraints imposed by the unlawful contracts and combinations hereinafter charged and described they would be active competitors in the transportation of anthracite coal from the mines to the tidewater markets."

This allegation, if not essential, yet is important as pointing to the cause of action intended to be alleged, and should have shown clearly that the carriers would, but for the contracts and combinations, have been competitors in interstate commerce. It is certainly important to show that there was or would have been free or competitive interstate commerce but for the acts complained of, for the reason that monopolies in and restraint of interstate commerce may exist without violating any Federal statute.

Paragraph III had better been omitted unless the method of acquiring control and the purpose to restrain interstate commerce in acquiring it were specified.

The remark of the Supreme Court in the Baird case, noticed near end of Paragraph III, occurred in preliminary discussion, and neither as there used, nor as the same expression occurs in the complaint, has it any legal significance. The Federal Government has nothing to do with stockholding whatever by individuals or railroad corporations unless it affects injuriously interstate commerce or some other national interest.

After the word "sale," in the fourth line from bottom of Paragraph IV, the words "and transportation" should have been used.

It is alleged (near beginning of Par. V) that New York Harbor is the principal distributing point for anthracite coal, and, therefore, to fix or regulate the price of that commodity in that market is to fix or regulate its price in the several States which get their supply through New York Harbor points. The force and effect of this important allegation is almost destroyed by the words underscored, which could just as well have been omitted. The only way to redeem or vitalize the allegation as it now stands is to follow it up with a specification of the States which do in fact "get their supply through New York Harbor points." What office do the allegations of Paragraph VI perform? Would it not have been even better to have omitted it?

It is alleged in Paragraph VII (p. 13) that "the defendant, the Reading Co., and the defendant carriers and the defendant coal companies, owning or controlling 90 per cent more or less of all the anthracite deposits, and producing 75 per cent more or less of the annual anthracite supply, and controlling all the means of transportation between the anthracite mines and tidewater save the railroads operated by the Pennsylvania Railroad and the New York, Ontario & Western Railway Co., which, as

aforesaid, reach only a limited number of collieries, entered into," etc. This allegation is vague and ambiguous and supports inferences favorable to the defendants. If the ownership and control alleged is joint, then there is no law which would render any agreement into which they might enter illegal. Why not have alleged with a reference to the several or separate ownerships and then have brought in the allegation that they entered into "an agreement, scheme, combination, or conspiracy," etc.

The coal companies are, throughout the general part of Paragraph VII, treated as subjects of ownership and as being owned by the carriers. It seems clear that the case would be stronger by recognizing their separate identities as corporations (as the law does) and then charging a combination between them, which the fact of identity of stockholders and directorates would at any rate not weaken. If the carrier in fact and law could own the coal company and its property, then such identity would render it difficult or impossible for them to agree, conspire, or combine—at any rate in an illegal sense.

The general allegations in Paragraph VII preliminary to lettered specifications are, of course, insufficient unless followed up by specifications of facts which actually constitute "an agreement, combination, or conspiracy by virtue of which they acquired the power," etc. It is not essential that they actually have "controlled, regulated, restrained, and monopolized," etc.

Not only so, but when these acts or methods are specified, it must appear that they have some direct connection with interstate commerce. In other words, an intrastate transaction is not under the condemnation of the antitrust act unless its direct effect is to restrain or monopolize interstate commerce to some extent. This is necessary to bring the case within the decisions. Now we will notice the specifications and test them by this rule.

The complaint lacks definite allegations to show that the monopoly of transportation charged generally is itself the result of a combination. Mere general allegations of that fact are insufficient. Restriction upon interstate transportation privileges and opportunities constitutes a strong case when properly alleged and proved, because such transportation is under all circumstances a part of commerce. But subdivision (a) starts off with the mere assertion of "almost of complete monopoly of the means of transportation between the anthracite mines and tidewater." It alleges the entering into and maintenance of "an agreement, combination, or conspiracy to use their power as such carriers to obtain control of the sale and disposition of the aforesaid output of the independent mines in the markets of the several States." Now, these allegations should, of course, be found in the complaint more artistically stated, but there should be also there or somewhere in the specifications set forth an agreement or combination, etc., by and between the carriers and the Reading Co. to restrain, monopolize, etc., transportation itself.

In this same part the carriers are charged with making the agreement or combination with respect to sales "either directly or through the instrumentality of their subsidiary companies and agents, the defendant coal companies." That form of allegation can not be construed so as to render the coal companies parties to the illegal combination, in their own names and capacities.

Paragraph VII (c) charges a monopolization and specifies section 2 of the antitrust act. Should it not also state a case under section 1 which is broader?

Subdivisions (d) and (e) are really matters of detail or evidence and set forth steps by which the general combination was formed.

A combination may be both a combination to monopolize or attempt to monopolize interstate commerce and a combination to restrain interstate commerce. That is probably what Justice Holmes meant when he said in the Beef Trust case (196 U. S., 398), "The intent of the combination is not merely to restrict competition among the parties, but, as we have said, by force of the general allegation at the end of the bill, to aid in an attempt to monopolize commerce among the States."

So the complaint in the Coal Trust case should present the case in both these aspects.

It is impossible to monopolize interstate commerce, within the sense and meaning of section 2 of the antitrust act, without placing upon interstate commerce an artificial restraint of some kind.

The complaint alleged that defendant's carriers are engaged in interstate commerce and then alleges that the defendant's coal companies (naming them) "own and operate anthracite coal mines in the State of Pennsylvania, and buy, sell, and otherwise deal in anthracite coal in the markets of the several States; the defendant, the Temple Iron Co., also owns and operates anthracite mines in the State of Pennsylvania," etc. Now these allegations do not make it sufficiently clear that these coal companies are engaged in interstate commerce. There is not even an intimation that the last named, the Temple Iron Co., is so engaged; and the others might be doing the very business stated without introducing a pound of coal into interstate commerce. Upon the

theory of the case of the draftsman, it was perhaps not necessary to show the direct participation of the coal companies in interstate commerce; and yet it would certainly be well to establish by proper and sufficient allegations, which would be susceptible of easy proof, a current or currents of interstate commerce from the mines of each coal company extending into other States. Then by the other allegations it could be shown—and these could also be proven—that these currents are artificially restrained, by the carrying out of the combination consisting in part of the shipping or traffic contracts set forth in a subsequent paragraph.

This would make out a case within the Beef Trust case, whether a monopolization, apparently the main reliance, be proven or not.

The transaction between the Erie Railway Co. and the New York, Susquehanna & Western Railroad Co. was not a consolidation in any legal sense, but a combination. The Erie made an additional issue of stock, and with it bought a controlling interest in a competing railroad. It is a combination in restraint of interstate commerce. It is simply alleged in the Coal Trust suit to have been a monopolization. As elsewhere stated, section 1 is broader, and facts constituting section 2 can be proved under allegations making a case under section 1. Assuming the truth of the allegations, I think the two railroad combinations (sometimes erroneously called "consolidations," and otherwise "mergers" in the report) are prohibited by the antitrust act. These combinations are (1) that between the Erie Railway Co. and the New York, Susquehanna & Western and (2) that of the Philadelphia & Reading Railway Co., the Central Railroad of New Jersey, and the Reading Co.

But I can not see any necessary connection between either of these combinations and the coal business. Their legality or illegality does not depend in the slightest degree upon the character of their traffic. Of course, if it were shown that there was a precedent general scheme and that these combinations were in contemplation as parts of, or as steps in, such general scheme, the case would be different. I find, however, no allegation in the complaint in the Coal Trust case tending to show the connection other than the general allegation at the commencement of Paragraph VII. But these combinations appear not to have been considered or discussed at the "conference" at which the uniform contracts with "independents" were formulated. At any rate, a combination is not any more than is a conspiracy complete and actionable until it assumes a form.

Neither of these combinations was complete in itself, constituting a cause of action under the antitrust act, until the subsequent agreements between the respective corporations were entered into. These railroad combinations were between parties acting independently of those participating in the coal combination, so they might have included some of the same corporations and individuals. The fact, however, that there were others not participating in the coal combine proves these to have been separate combinations. And the specific purposes were different. It appears by subparagraph (d) that some of the carriers defendants after, or perhaps simultaneously with, acquiring the stocks of a new railroad corporation entered into a combination and made traffic agreements with Simpson & Watkins, principal promoters, very similar to those of which the exhibit is a form; also that there was to be a division of the traffic from various large collieries of Simpson & Watkins. I think the statement in the report that constitutes a distinct and separate violation of the law, and might be prosecuted either under the antitrust act or under the provision of the interstate-commerce act against pooling, is correct. And I reach the same conclusion with reference to the second successful attempt to prevent the construction of a competing railroad and the combinations which grew out of that (par. (e)). But I see no sufficient connection between these transactions and the general scheme to warrant incorporating the former in the complaint in the Coal Trust suit. It is true that the feature of the general arrangement of securing contracts with "independents" has its counterpart in these other transactions; but proof of similarity of methods will not be sufficient. Either identical individuality or inclusiveness of the one within the other must be shown. It may be that some part or parts of these other transactions can be used as evidence in the Coal Trust suit, but that is another proposition. I would not be understood as meaning that competent evidence to show the connection between these general allegations and the lettered subdivisions would be inadmissible or that the complaint as thus projected would not stand against demurrers directed at these subparagraphs. What I mean is that troublesome objections may be made which might have been avoided by more specific allegations. But I understand the report to admit that there is no such evidence and that dependence is placed on presumptions. It seems to me unfortunate that so many allegations are made dependent upon the applicability to the case or cases which they make of section 2 of the antitrust act. There is no rule of pleading which requires a reference to any specific provision or section of the act. What constitutes a monopoly or

monopolization of interstate commerce no one can assert with any degree of certainty, but it is not very difficult to state what constitutes restraint of interstate commerce.

If the suit were against only one defendant—for instance, the Reading Co.—and it contained the allegations as found, it would be in the discretion of the court to allow the superfluous matter to be stricken out, or it could simply disregard it and grant such relief against that defendant, if any, as the proofs warranted.

But here various distinct combinations and restrictive agreements are alleged, however imperfectly, so that there is not one case against one or more defendants before the court, but several against different sets or groups of defendants.

Therefore we find grounds for a more serious objection to the complaint than mere multifariousness. We find a misjoinder of causes of action and of defendants, which constitute multifariousness, incurable otherwise than by amendment of the complaint or an election as to which cause of action will be prosecuted with a dismissal as to the others.

Where the business of mining, transporting, and marketing anthracite coal is limited to a few individuals and corporations, the tendency toward concerted action in production, transportation, and sale is almost irresistible. It is claimed to be also indispensable if overproduction, congestion, and wide fluctuations of price are to be avoided. It is for the very reasons just stated that mutual understandings between the controlling interests are easily reached without such definite meeting of minds as being proven would constitute a violation of the antitrust act.

During the years from 1904 to 1907 two or more investigations were had with a view to finding evidence upon which an alleged anthracite coal trust could be prosecuted and broken up. At length, in 1907, a complaint was filed in the circuit court at Philadelphia against seven coal-carrying roads, several coal companies, and divers individuals. No sooner had the complaint been filed and a small army of attorneys and assistant attorneys employed by the Department of Justice, than differences of opinion arose in the ranks of the legal force. One of these disputes was brought to Attorney General Bonaparte in May or June, 1908, and was discussed informally between him and myself, while I was connected, in a small way, with the department. It seemed that the Attorney General believed the whole question could be settled in a single suit, and that he had directed one complaint to be drawn covering the whole subject matter. Upon his bare statement of the matter I concluded that the situation would require several suits, and so informed him. He asked me to take all the papers and look further into the matter. After he went to Lenox, Mass., on his vacation, and after I had already commenced my examination, he wrote me as to the meaning of his request somewhat in detail. The more I examined the voluminous matters submitted, having the adjudications to date in mind, the firmer were my convictions that my first view was correct.

When my work was completed I reduced my views to writing and forwarded them to him, together with some severe criticisms of several features of the complaint other than the mistaken theory upon which it was drawn. He returned no answer, not even admitting receipt. In fact, he never afterwards, in any form, referred to the subject. If he took offense because of having participated in drawing the complaint he must have gotten over it, as is evidenced by his subsequent kindnesses to me.

I preserved a carbon copy of the document which I sent him. When Mr. Wickersham had taken his place as head of the department I made an original from the carbon copy which, together with a

letter calling his attention to the matter, was delivered to him about the 15th of March, 1909.

My general impression of the whole matter was that there had been and were then participating in the coal industry and trade several separate and distinct combinations restrictive of interstate commerce and that each of these might have been the subject of a separate suit under the antitrust act. My contention was that the evidence available in the reports of the investigators submitted to me by direction of the Attorney General did not tend to establish the sweeping allegation of an express agreement between the coal-carrying railroads; that it only went so far as to prove a vague understanding between the railroad presidents that a limit should be placed upon production. All that the evidence indicated was that the head of each coal-carrying road should for himself watch production as well as the markets. If it could have been proven that the statistical bureau which had been already long previously established was taken in as an integer, definite obligations being imposed upon it in relation to each carrier and to all of them collectively, that would have given this general concert a different aspect. But even here we encounter difficulty in the fact that the understanding never embraced the marketing or fixing the selling price of the coal. It only related to production. Of course there are those who say competition must not be touched at any point. But I think it must be conceded that there are some contracts which affect competition between producers which do not restrain trade to an illegal extent. At any rate, where, as in this case, all the production was in a single State it could not be said that Congress has power to control it. It is only the current as it flows that the antitrust act reaches. It does not reach the primary source of the stream. That act does not, and was never designed to, cover every form of agreement which may be entered into by men and corporations merely because such agreements might indirectly or to some extent restrain or deflect interstate commerce. On the contrary, the courts have frequently declared that in order to come within the inhibitions of the statute, the carrying out of the agreement must directly or substantially restrict commerce between the States. The foregoing views were set forth elaborately in the paper referred to. They will be found to agree substantially with those expressed by the court in rendering its decision of the case.

In the document prepared for the Attorney General, of which the paper relating to the anthracite coal trust suit was only a part, I followed the foregoing line of reasoning. I endeavored to show, first, that the reports of the investigators did not disclose the existence of evidence sufficient in quality or quantity to establish the allegation of a general conspiracy among the coal-carrying roads, and, secondly, that it did disclose the probable existence of admissible evidence to prove several distinct combinations which might be made the bases of distinct suits, but which being combined in one suit constituted what is known in equity practice as multifariousness, and which in our day also contains the additional vice of misjoinder of parties defendant or of causes for separate equitable relief. But usually where one of them is found the defendant can avail himself of both or all three. These objections were set up in all the answers, but were not urged prior to the trial. The court (per Judge Laning) held that they were thereby waived by the defendants, leaving the

court free to decide the case upon the merits. Had not the objections been thus waived, the court could not have given the Government's counsel even the small crumb of comfort it gave them in holding that a case was made out against the Temple Iron Co. The question as to that transaction was purely moot or abstract. Some of the coal carriers defendants had several years ago combined to form the Temple Iron Co., one purpose of its formation being to prevent the construction of a short line of railroad, a purpose which being accomplished nothing more was done, and the so-called iron company became for all practical purposes *functus officio*. It was not shown that the construction of the road would have had the slightest effect upon the production or sale of coal, and that the only feature or phase of the decree favorable to the Government was purely technical and barren of benefits. In granting that morsel of relief the court (per Judge Gray) said:

The combination brought about the abandonment of the project, and the possibility of a competing road in interstate commerce was, for the time being, frustrated. I can not escape the conclusion, therefore, that the decree of this court should denounce as illegal the combination by which this result was brought about, if a decree for an injunction, under the prayers contained in the petition can be founded upon such denouncement.

This Temple Iron Co. was an insignificant corporation with small business and small capital. To see how worthless was this result, in comparison with the main purposes of the suit, it is only necessary to examine the imposing list of defendants and prayers of the complainant. The suit was against the seven principal coal-carrying railroads, several large coal companies, including the Temple Iron Co., and numerous wealthy individuals engaged in operating coal mines. It was estimated that the values represented and involved amounted to over \$7,000,000,000. That there were included in the complaint allegations, and that the evidence established, several smaller combinations which could have been reached and dealt with had a separate suit been brought against the proper parties and none others in each such instance, is also clearly made to appear from the language of the court. In course of his opinion rendering the decision Judge Gray said:

If no general agreement or conspiracy in violation of the act has thus far been disclosed by the testimony, direct or indirect, it is hardly worth while to consider in this connection at any length the separate acts of individual defendants or groups of defendants, so far as they are alleged to have been submitted as steps in the development of the general illegal combination charged in the petition, and in furtherance of its illegal purposes. Nor do these separate acts constitute circumstances from which the existence of such general unlawful combination and agreement can be inferred. The alleged absorption by the Erie Railroad Co., in January, 1898, of the New York, Susquehanna & Western Railroad Co., even if it were held violative of the provisions of the act of July 2, 1890, on the part of the two companies concerned, has no relation whatever, necessary or otherwise, to any general conspiracy, such as is charged against all the defendants. The same observation is true, also, of the transaction in which the Reading Co. acquired a majority of the shares of the capital stock of the Central Railroad Co. of New Jersey, thereby, as alleged, uniting and bringing together under common head and source of control that company and the Philadelphia & Reading Railway Co.

In calling attention to this matter, my part in it is an essential feature. I am sure I do not refer to the fact that I called attention to what was obviously to be a miscarriage of justice in the spirit of one claiming superior wisdom. Indeed, any attorney of moderate experience, or, indeed, any intelligent person, though making no

against the United States for services in making a brief and assisting in the argument; for briefing and assisting in the argument in December, 1910, and January, 1911, in full for all services in the above-entitled matter to date, \$10,000. It is certified to be correct by Mr. Kellogg, but not sworn to. It is then certified by Mr. Fowler, assistant to the Attorney General, and by Mr. Wickersham, and approved by Mr. Wickersham.

These represent all the vouchers you were able to find in your office representing payments to Mr. Kellogg?

Mr. GILMER. Yes, sir; all that I know of.

(Thereupon, at 12.15 o'clock p. m., the committee took a recess until 2 o'clock p. m.)

No. 6

HEARINGS

BEFORE THE

**COMMITTEE ON EXPENDITURES IN THE
DEPARTMENT OF JUSTICE**

HOUSE OF REPRESENTATIVES

ON

HOUSE RESOLUTION NO. 103

**TO INVESTIGATE THE EXPENDITURES IN THE
DEPARTMENT OF JUSTICE**

JULY 15, 1911



**WASHINGTON
GOVERNMENT PRINTING OFFICE
1911**

COMMITTEE ON EXPENDITURES IN THE DEPARTMENT OF JUSTICE.

[Committee room 286, House Office Building. Telephone 583. Meets on call of chairman.]

JACK BEALL, *Texas, Chairman.*

JAMES C. CANTRILL, *Kentucky.*

ELBERT A. HUBBARD, *Iowa.*

WILLIAM F. MURRAY, *Massachusetts.*

PAUL HOWLAND, *Ohio.*

SAMUEL A. WITHERSPOON, *Mississippi.*

STEPHEN G. PORTER, *Pennsylvania.*

JNO. E. HOLLINGSWORTH, *Clerk.*

II

EXPENDITURES IN THE DEPARTMENT OF JUSTICE.

COMMITTEE ON EXPENDITURES IN THE DEPARTMENT OF JUSTICE, HOUSE OF REPRESENTATIVES, *Saturday, July 15, 1911.*

The committee met at 10.30 o'clock a. m., Hon. Jack Beall (chairman) presiding.

TESTIMONY OF MR. HENRY C. GAUSS.

(The witness was duly sworn by the chairman.)

The CHAIRMAN. How long have you been connected with the Department of Justice, Mr. Gauss?

Mr. GAUSS. Since December, 1906; December 19, I think.

The CHAIRMAN. In what capacity were you first connected with it?

Mr. GAUSS. I was first private secretary to the Attorney General.

The CHAIRMAN. That was Attorney General Bonaparte?

Mr. GAUSS. Attorney General Bonaparte; yes, sir.

The CHAIRMAN. Where had your residence been prior to that time?

Mr. GAUSS. It had been Washington for some four or five years prior.

The CHAIRMAN. Were you attorney here in Washington?

Mr. GAUSS. No, sir; I was private secretary to the Secretary of the Navy when Mr. Bonaparte was Secretary of the Navy. I was in Mr. Moody's office prior to that, when he was Secretary of the Navy.

The CHAIRMAN. In what capacity?

Mr. GAUSS. I was confidential clerk. And prior to that I was assistant enrolling clerk of the House of Representatives.

The CHAIRMAN. How long have you resided in Washington?

Mr. GAUSS. A little over 10 years.

The CHAIRMAN. And have been connected with the service in some form or other for 10 years?

Mr. GAUSS. Over 10 years; yes, sir.

The CHAIRMAN. From what State did you come?

Mr. GAUSS. Massachusetts.

Mr. MURRAY. What part of Massachusetts?

Mr. GAUSS. Salem.

The CHAIRMAN. Were you attorney there before coming here?

Mr. GAUSS. No, sir; I am not an attorney now.

The CHAIRMAN. You are not an attorney now?

Mr. GAUSS. No, sir. I am appointed in an investigative capacity. I was formerly administrative assistant to the Attorney General.

The CHAIRMAN. You say now you are administrative assistant to the Attorney General?

Mr. GAUSS. No, sir; I formerly was. I am now appointed assistant for investigation.

The CHAIRMAN. For what length of time did you occupy the first-named position, administrative assistant to the Attorney General?

Mr. GAUSS. In title about two months. Prior to that the title had been private secretary and assistant to the Attorney General while Mr. Bonaparte was Attorney General. I took, by his direction, a considerable portion of the administrative work of the department; that is to say, during, I suppose, a year, I signed a good deal of the routine mail, under a form, by direction of the Attorney General; and a great many of the administrative duties were turned over to me.

The CHAIRMAN. That was the character of duty that you performed while you were administrative assistant?

Mr. GAUSS. Yes, sir.

The CHAIRMAN. And that continued for how long?

Mr. GAUSS. I think practically almost all the time I was with Mr. Bonaparte there. I took it up very shortly after I came in as private secretary, and then he recommended a change in the law which made my title private secretary and assistant to the Attorney General; and then, subsequently, for a short time prior to Mr. Wickersham's coming in, he made me special assistant for administrative purposes.

The CHAIRMAN. Had these particular positions that you have named existed prior to Mr. Bonaparte's service as Attorney General?

Mr. GAUSS. No. The first one was created by law; that is, the private secretary and assistant to the Attorney General.

The CHAIRMAN. That was created by statute?

Mr. GAUSS. Yes; by statute, in an appropriation bill.

The CHAIRMAN. About when was that office created?

Mr. GAUSS. I can give you the date of my appointment to that office [referring to paper]. I was appointed to that office June 24, 1908, as private secretary.

The CHAIRMAN. Were you the first appointee under that official designation?

Mr. GAUSS. I was the first appointee; yes, sir.

The CHAIRMAN. What had you been called prior to that time?

Mr. GAUSS. Private secretary.

The CHAIRMAN. Now, let us see. When you first went with Mr. Bonaparte, you were private secretary?

Mr. GAUSS. Yes, sir.

The CHAIRMAN. And about 1908 the designation of the place was changed and became private secretary and special assistant?

Mr. GAUSS. And assistant to the Attorney General.

The CHAIRMAN. Assistant to the Attorney General. How long did that title remain?

Mr. GAUSS. That remained until January 27, 1909.

The CHAIRMAN. Less than a year?

Mr. GAUSS. Yes; less than a year.

The CHAIRMAN. Then what was it changed to?

Mr. GAUSS. Changed to special assistant in charge of administrative and other matters.

The CHAIRMAN. Was that changed by statute?

Mr. GAUSS. No; that was an appointment by the Attorney General.

The CHAIRMAN. What became of that place with the statutory designation?

Mr. GAUSS. That lapsed, I think, until the change of the administration. That is, there was no appointment made, so far as I recollect.

The CHAIRMAN. Why was the title of the position changed?

Mr. GAUSS. Why was I given the new office?

The CHAIRMAN. No; why were you given a new name?

Mr. GAUSS. So that I could get more money. I got \$3,000 as the assistant, and he increased my salary to \$3,500 because he thought I was worth it.

The CHAIRMAN. Had there been such a position as that prior to that time?

Mr. GAUSS. There had been special assistants to the Attorney General, of course.

The CHAIRMAN. I mean this particular designation.

Mr. GAUSS. No; because the work that I did, or a good deal of the work, if you will allow me to say so—I do not want to appear egotistical—but a good deal of that work had been done by the law officers of the department, and it was Mr. Bonaparte's view that I could do that, and that it would relieve the law officers to that extent. I think probably they found the same condition since.

The CHAIRMAN. The statutory place that you held had a salary that was fixed by law?

Mr. GAUSS. Yes, sir.

The CHAIRMAN. At \$3,000?

Mr. GAUSS. At \$3,000; yes, sir.

The CHAIRMAN. This change of name was not in obedience to any statute?

Mr. GAUSS. No.

The CHAIRMAN. But the change of name did carry with it some additional duties and additional compensation, as I understand it.

Mr. GAUSS. It carried with it additional compensation for additional duties that I was performing.

The CHAIRMAN. You had been performing all those duties under the \$3,000 compensation?

Mr. GAUSS. Practically all; yes, sir.

The CHAIRMAN. While you held that \$3,500 position the statutory position was not filled?

Mr. GAUSS. Not filled, as I understand; yes, sir.

The CHAIRMAN. And that change of title was made by the Attorney General, and the statutory position left vacant, in order to give you an increase of salary?

Mr. GAUSS. I presume that was the effect of it.

The CHAIRMAN. Was there any discussion of the irregularity of that at the time the change was made?

Mr. GAUSS. I do not think there was any irregularity.

The CHAIRMAN. It is rather unusual, leaving a statutory position unfilled, is it not?

Mr. GAUSS. No; I have known it to be done in a number of cases, where there has been a different arrangement, where somebody got a promotion, and they did not want to fill the salary; I have known it to be done frequently.

The CHAIRMAN. Have you ever known it to be done where the salary of the statutory position was smaller than the salary of the position that was filled?

Mr. GAUSS. Yes, I think so.

The CHAIRMAN. Have you ever known it to be done where the statutory salary was larger than the salary of the position that was specially created?

Mr. GAUSS. I would not say that. I never knew a man to be demoted for merit. Generally, when a change is made, it is in approval of services.

The CHAIRMAN. Always to get increased salaries; it always has that result, has it not?

Mr. GAUSS. I could not say about that.

The CHAIRMAN. Have you ever known of an instance where that was not the result?

Mr. GAUSS. No; I can not say that I have.

The CHAIRMAN. Or an increased expenditure to the Government? After this nonstatutory position was created and you were assigned to fill it, did you devote any more of your time to the service of the Government than you had previously devoted?

Mr. GAUSS. I could not, because I was devoting all the time I could spare from my sleep.

The CHAIRMAN. So really the Government did not get any more service out of you at \$3,500 than it had at \$3,000?

Mr. GAUSS. No; but I got a fair rate of pay for the work I was doing.

The CHAIRMAN. Do you not think it was a matter for the legislative department to fix the compensation?

Mr. GAUSS. No; I think it was a matter for the Attorney General, as the administrative officer.

The CHAIRMAN. Out of what fund were you paid that \$3,500?

Mr. GAUSS. Out of the regular fund for special assistants to the Attorney General; that is my recollection. I presume that is so.

The CHAIRMAN. A great part of your duties were the duties of private secretary?

Mr. GAUSS. Yes.

The CHAIRMAN. And there had been a special fund appropriated for the pay of private secretary?

Mr. GAUSS. There had been a position created of private secretary and assistant to the Attorney General; yes, sir.

The CHAIRMAN. How long did you occupy that particular position at \$3,500?

Mr. GAUSS. I kept that until March 11, 1909.

The CHAIRMAN. You took it in January, I believe?

Mr. GAUSS. Yes. I ought to explain that Mr. Bonaparte, in order not to hamper his successor, specifically made that appointment for two months only. It was a temporary appointment, and expired two months from its date. On March 5, 1909, the present Attorney General extended the appointment temporarily so that it would not run out on the 27th of the month, to include matters relating to the examination of titles of land in the District of Columbia. I had been, in connection with somewhat miscellaneous duties prior to that, secretary of a commission of which the Attorney General was chairman. The commission was created by an act in 1908 to investigate the titles of the United States to lands here in the District. The United States originally owned one-half, besides the streets, of the building lots in the original city of Washington. A good many of

the questions relating to the titles to that land have never been settled. That commission had been in effect a year, about, while I was occupying the position of private secretary and assistant and also special assistant for administrative matters, and I was secretary to the commission, and had oversight of the work, but necessarily did not do a great deal of the detail work myself.

The CHAIRMAN. Who constituted that commission?

Mr. GAUSS. The Attorney General, the Secretary of War, the chairman of the Senate Committee on Public Buildings and Grounds, the chairman of the House Committee on Public Buildings and Grounds, and the chairman of the Commissioners of the District of Columbia.

The CHAIRMAN. As secretary of that commission, did you receive any additional salary?

Mr. GAUSS. No, sir; no compensation for that. There was a certain amount of preliminary work done during the year following the establishment of the commission, and on March 5, 1909, when Mr. Wickersham came in, and I, of course, gave up to his private secretary the administrative work that I had been doing, he extended the appointment to include the active work in connection with the examination of these titles.

The CHAIRMAN. How had that appointment been arranged for?

Mr. GAUSS. I told Mr. Wickersham I would like to have something to do, and he said he would appoint me to that work.

Mr. MURRAY. Let me understand clearly. You say you did not get any compensation at all as secretary of this commission?

Mr. GAUSS. No extra compensation. I did it as a part of my work. The Attorney General was chairman, and I was secretary, and I did whatever work there was to be done as a part of my regular work.

The CHAIRMAN. Mr. Wickersham came in on the 5th day of March, 1909?

Mr. GAUSS. Yes, sir.

The CHAIRMAN. And you received the extension of your appointment to duty in connection with this commission on that date?

Mr. GAUSS. On that date; yes, sir.

The CHAIRMAN. Had there been any previous consultation between you and the incoming Attorney General?

Mr. GAUSS. I think the day before, a day or two before that, I saw Mr. Wickersham, yes; sir. I am not so positive what day it was, but it was somewhere along about the 1st of March.

The CHAIRMAN. Was there any change in the title of the position you held on the 5th of March?

Mr. GAUSS. Not at that time. That appointment of assistant in charge of administrative details was simply extended temporarily to include these matters of investigation. On the 11th of March the temporary appointment which had been made by Mr. Bonaparte and extended by Mr. Wickersham was terminated, and I was appointed special assistant to the Attorney General to assist in the investigation of the title of the United States to lands in the District of Columbia.

The CHAIRMAN. Had there been any position of that kind prior to March 11, 1909?

Mr. GAUSS. Except so far as I had been doing that work, so far as it had been covered by my prior appointment.

The CHAIRMAN. Did that commission continue in existence after that time?

Mr. GAUSS. The commission was in existence before that time.

The CHAIRMAN. Did it continue after that time?

Mr. GAUSS. Yes; it continues now.

The CHAIRMAN. Who has been serving as secretary of that commission since?

Mr. GAUSS. I have.

The CHAIRMAN. You have been serving as secretary of the commission?

Mr. GAUSS. That is really my position. The appointment as special assistant to the Attorney General is really more a matter of convenience in statement than anything else. I am secretary to the commission, paid out of that appropriation, which is under the direction of the Attorney General, and I do not know just why, except that it continues the former appointment that I had. I am carried along as special assistant. You might just as well call me secretary.

The CHAIRMAN. You spoke of the appropriation. Do you refer to the appropriation for the pay of special assistants?

Mr. GAUSS. No; the appropriation for the investigation of the title of the United States to lands in the District of Columbia. I am paid out of that. I am not paid out of the appropriation for special assistants to the Attorney General.

The CHAIRMAN. How is that appropriation made? Is it a lump-sum appropriation?

Mr. GAUSS. A lump-sum appropriation.

The CHAIRMAN. What is the appropriation?

Mr. GAUSS. There have been three of them, I think. The original act was \$5,000, and then they appropriated \$10,000 in 1909, and then the last bill, last year, I think—I am not quite sure, I have not the figures here, and I do not keep the appropriation—but I think there was another appropriation of \$10,000.

The CHAIRMAN. Have you the language of that appropriation there?

Mr. GAUSS. Of the last one?

The CHAIRMAN. Any of them.

Mr. GAUSS. I can give you the citation for the original act, if you would like that. It is Thirty-fifth Statutes, page 543.

The CHAIRMAN. As I understand, now, that commission was created in 1908?

Mr. GAUSS. Act approved May 13, 1908.

The CHAIRMAN. And appropriation was made for it. Can you give the committee any information as to the occasion that brought about this appropriation for that commission?

Mr. GAUSS. It is a long story, but I can tell it to you.

The CHAIRMAN. If you can give us a brief outline of it, we would be glad to have it.

Mr. GAUSS. You will probably remember that just prior to that time there was some criticism in the Senate about sections of acts that had passed permitting the sale of land of the United States to a private individual, land here in the District. Perhaps you will recall it better if I simply say the Bieber matter.

The CHAIRMAN. The Bieber case; yes.

Mr. GAUSS. As a result of that, and as a result of the agitation and investigation that came up at that time, included in this public buildings bill of May 13, 1908, was the creation of a commission to investigate all these titles, and to make a map of the lands in the District of Columbia belonging to the United States, and to report to Congress what action should be taken toward conserving these lands. The commission, as I suggested, met in 1908 and organized, and the work has been going on since that time. It is a work of almost—I will not say infinite, because that is scarcely the word—but it is a work of a very great deal of detail. For example, I spent nearly a year—I had to take off every instrument, every conveyance of land by the United States, from the books of the recorder's office. We had to make a complete index of all the lots that the United States had originally owned, and check those up, to see if they had all been properly transferred. We found that there was a certain number of lots which either had not been transferred, or as to which the title was doubtful. We also found that the title of the Anacostia River front, which was, of course, a matter of common knowledge—but we got down to the facts on that thing—and a portion of the Potomac River flats, probably belong to the United States, although the claim of the United States is very bitterly contested.

That is the work of the commission in part. We have made two reports, one of which I have here, showing the rather cloudy situation as to the lands. We have some litigation on hand to recover the land belonging to the United States, and to protect the rights of the United States. For example, in the last session of Congress they passed an act empowering the Secretary of the Navy to build a track from the navy yard to the Pennsylvania Avenue tracks, six squares south of 1080. The commission found out where they proposed to put the track, and we notified the Secretary of the Navy that that land probably belonged to the United States, and they rejoined that the people who owned the land wanted \$160,000 for it, and we rejoined that it probably was not proper for the United States to pay any such money for that land, and that the parties who were offering to sell the right of way did not have the title, anyhow, as regards other private claimants, and that the only way was to go in and clear that title up before they built the track. That is one thing we are working on.

The CHAIRMAN. To what extent is there any litigation pending now looking to the clearing up of any titles in the District, or reinvesting the United States Government with the title?

Mr. GAUSS. We have one bill in equity affecting square 955, or rather the land south of 955, and upon that bill will depend other questions arising in 979, south of 1001, and the land along the Anacostia River, south of Water Street, through square south of 1067, and we are up to square south of 1080. Then there is a fund of \$4,000 in the registry of the Supreme Court, sitting as a District court, that was paid in by the District Commissioners in payment of certain land that was condemned for the approach to the Anacostia Bridge. That was during condemnation proceedings. It was presumed that private parties had the claim there, but they could not determine which of the private parties were the original claimants.

Since we have been working on this investigation we have found that the United States probably owns all the land, so we have inter-

vened in that and asked the court to pay that \$4,000 back to the United States.

Then there is another square on the Anacostia River front, west of the navy yard, square 803, that has been assessed to the United States for a number of years—not for 20 years, but a number of years—but it has been in possession of private parties, and private parties claim it. We got their tenants to see the claim of the United States, and they refused to pay rent to the hostile claimants to the United States. Understand, the claimants of the land had tenants on the land. So that the claimants have now brought landlord and tenant proceedings in the Supreme Court of the District, and the United States will defend that and endeavor to establish its title to that square 803. I think that is all the cases that are immediately pending. But I am also at work on a report; the title is pretty complicated. I am working on a report on the lands on the Potomac River and Rock Creek which might possibly be affected if they made a connection between the Potomac Park and the Rock Creek Park. That is a matter which involves several thousand dollars, and we are making a thorough investigation there, and it looks as if we might save some money when that thing comes up.

The CHAIRMAN. We would be very much obliged if you would furnish the committee with about a half a dozen copies of each of those reports of that commission. As I understand it, up to the present time there has been no determination as to the title of any of these lands in controversy between the Government and private owners?

Mr. GAUSS. No.

The CHAIRMAN. Up to about March 11, 1909, you served as secretary of that commission?

Mr. GAUSS. Yes, sir.

The CHAIRMAN. As a part of your official duties as secretary to the Attorney General because he was a member of it.

Mr. GAUSS. Yes.

The CHAIRMAN. Whatever the title of the position may have been?

Mr. GAUSS. Yes.

The CHAIRMAN. And you received no extra compensation for that?

Mr. GAUSS. No compensation.

The CHAIRMAN. After Mr. Wickersham came in you were continued?

Mr. GAUSS. I was continued on that work. Rather, I was directed to make more active steps in connection with the work. All my time was put on the work.

The CHAIRMAN. And you were given a salary of how much?

Mr. GAUSS. \$3,500.

The CHAIRMAN. And expenses—or any expenses?

Mr. GAUSS. I think I have incurred expenses to the amount of \$28, or something like that.

The CHAIRMAN. After Mr. Wickersham came in, some one was then appointed private secretary to him?

Mr. GAUSS. I understand so.

The CHAIRMAN. What salary did he draw?

Mr. GAUSS. That I could not say; I never saw his appointment and I do not really know.

The CHAIRMAN. Who was he?

Mr. GAUSS. Mr. Cole. That is, he took the work that I formerly did.

The CHAIRMAN. Do you know what his title is?

Mr. GAUSS. I do not. I never saw him addressed officially; I do not know.

Mr. MURRAY. You say he took the work you performed?

Mr. GAUSS. He took the desk where I was.

Mr. MURRAY. He did not take the work you performed in connection with this commission?

Mr. GAUSS. No; not that.

Mr. MURRAY. Why did he except that?

Mr. GAUSS. I presume somebody did. I have not done anything except some telephone work. I have done some investigating about the telephone system of the United States; but outside of that I have done nothing else. I suppose somebody else has done it.

Mr. MURRAY. What is that you said you had done?

Mr. GAUSS. I said I had made some investigation as to the telephone service of the United States in and out of Washington.

Mr. MURRAY. What is that?

Mr. GAUSS. For some years the plan has been for one person to negotiate with the Chesapeake & Potomac Telephone Co., making the contract for the departments in Washington, and until that matter was placed in the hands of the Secretary of the Treasury it happened that I was selected to do that work and did make the contract here. Then after we straightened up the situation here I made a certain amount of investigation about the cost of telephone service and the conditions of telephone service outside of Washington, and have done all in connection with this investigation work here.

Mr. MURRAY. When was that, Mr. Gauss?

Mr. GAUSS. When did I do that?

Mr. MURRAY. Yes, sir.

Mr. GAUSS. I have done it at intervals right along ever since. I have been working on the telephone business ever since I was in the Navy Department.

Mr. MURRAY. Perhaps we are at cross purposes. Were you doing that as public work?

Mr. GAUSS. Yes.

Mr. MURRAY. For what department?

Mr. GAUSS. First for the Navy Department, and afterwards for the Department of Justice.

Mr. MURRAY. I suppose you were compensated for that work?

Mr. GAUSS. My regular salary, \$3,500.

Mr. MURRAY. Out of what fund was that compensation paid you?

Mr. GAUSS. It was the \$3,500 that I got—it was extra work in addition to my regular work.

Mr. MURRAY. How were you paid?

Mr. GAUSS. I was paid from the appropriation for the investigation of the title of the United States to land in the District of Columbia.

Mr. MURRAY. Perhaps I misunderstood you when I understood you to say that you had been doing that from the time you were first with the Navy Department?

Mr. GAUSS. I had been doing some telephone work; yes, sir. I received no extra compensation at any time. It was a part of my regular duties.

Mr. MURRAY. You have just described it as extra work, have you not?

Mr. GAUSS. Yes; I suppose I did say that. Perhaps that was not quite accurate. It was work that I did in connection with my other work.

Mr. MURRAY. If it was part of your regular work——

Mr. GAUSS. You may say that; yes, part of my regular work.

Mr. MURRAY. How could it be a part of your regular work that carried over from the Navy Department to the Attorney General's Department and then to this commission?

Mr. GAUSS. Because they assigned it to me, because I had handled it when I was in the Navy Department, and when I went over to the Department of Justice I handled it over there, and I have handled it since.

Mr. MURRAY. I suppose this work came particularly under some department head, did it not?

Mr. GAUSS. Yes. It was a sort of a general agreement amongst the departments to look into the matter and act for the best, on the recommendation of the result of the investigation.

Mr. MURRAY. Who had done the work before you did it?

Mr. GAUSS. There had not been any work done.

Mr. MURRAY. What was the occasion of its being done?

Mr. GAUSS. It first came up——

Mr. MURRAY. Perhaps I ought to say that this is my first session; I am not as familiar with some of these things, perhaps, as you are.

Mr. GAUSS. That is all right, because I do not know; I do not think there is anything of that kind. It is simply an incident of the departmental work.

Mr. MURRAY. I like to be in all the laughs that go around, and I do not know what the occasion of that laugh was.

Mr. GAUSS. My smile was that I seemed to be getting into long-winded explanations, which I do not want to bore you with.

Mr. MURRAY. Fear not.

Mr. GAUSS. Away back, when Paul Morton was Secretary of the Navy——

Mr. MURRAY. When was that, please? Let us get it in the record.

Mr. GAUSS. That is getting back into ancient history; I suppose it must have been 1904 or 1905. I could not tell you just the exact date, although I could look it up. The law that they had here prescribing a rate of \$25 for public telephones——

Mr. MURRAY. The law that who had?

Mr. GAUSS. The people who give law, and the people who have law.

Mr. MURRAY. Part of the general law in the District, was it?

Mr. GAUSS. Part of the general law in the District—that \$25 was a maximum charge for a telephone instrument; was repealed.

Mr. MURRAY. Do you happen to know about when that was?

Mr. GAUSS. I do not remember the date, but it was along about that time. That at once threw the whole telephone system as to the departments into chaos. There were a number of different contracts, which some construed as having held over from the time when this law went into effect. For example, the Navy Department had a contract at \$18; another department had a different kind of a contract. The telephone company said they would not

recognize these old contracts; the department said that they must. The telephone company wanted to put in a contract at \$12 a station, and I think it was 4 cents a message—a rather high schedule of rates. So that there was a good deal of controversy about it, and the President referred the matter to Mr. Morton. I was in Mr. Morton's office, and Mr. Morton told me to take the matter up, and I took it up and went into the telephone situation here and negotiated with the representatives of the company, under Mr. Morton's direction, and we arranged a schedule, which, by the way, is in effect now.

Mr. MURRAY. Is in effect?

Mr. GAUSS. Is in effect now, practically. And then, during the interim, Mr. Morton went out and Mr. Bonaparte came in, and he continued the matter along with me.

Mr. MURRAY. Came in as Secretary of the Navy?

Mr. GAUSS. Came in as Secretary of the Navy. I think we closed that up while he was Secretary, got all the departments under one contract, made an interdepartmental communicating system, so that you could talk free from one department to another, and to the Capitol. I think that was all closed up while he was there as Secretary of the Navy; and then, after he went to the Department of Justice, there were some other matters came up. One matter was the reduction of the rate. We compromised on a settlement at 2½ cents a message, and after that had been in effect some time I suggested it was about time we got a 2 cent rate, and at that time Mr. Bonaparte was in the Department of Justice, and he, knowing the circumstances—the matter followed over there—the negotiations for a reduction from a 2½-cent rate to a 2-cent rate were conducted while Mr. Bonaparte was in the Department of Justice. Then there was a question came up as to the location—that was in connection with the rate; I got that rate because of the negotiations—as to the location of pay stations in the different departmental buildings, and that was adjusted. That came to be adjusted finally under Mr. Wickersham. Mr. Wickersham finally adjusted that matter.

Mr. MURRAY. What was your position in the Navy Department when you first undertook this work?

Mr. GAUSS. I was confidential clerk there.

Mr. MURRAY. To Mr. Morton?

Mr. GAUSS. To Mr. Morton; yes.

Mr. MURRAY. You are not able to tell us about when it was, are you?

Mr. GAUSS. I have not a note of it here. It must have been 1904 or 1905, somewhere along there.

Mr. MURRAY. And then the second work that you did in connection with it was when you were in the Department of Justice, was it?

Mr. GAUSS. The work continued along under Mr. Bonaparte.

Mr. MURRAY. But after Mr. Bonaparte went from the Navy?

Mr. GAUSS. After Mr. Bonaparte went to the Department of Justice—

Mr. MURRAY. What was your position in the Department of Justice then?

Mr. GAUSS. I was private secretary, and then these various dignified offices.

Mr. MURRAY. At that particular time you were doing this work?

Mr. GAUSS. I was doing some of it all the time.

Mr. MURRAY. Of course, that was extra work beyond what you had been previously doing?

Mr. GAUSS. It was additional work.

Mr. MURRAY. But there was not any extra compensation?

Mr. GAUSS. No extra compensation.

Mr. MURRAY. And you say you made some investigation and report?

Mr. GAUSS. Subsequently to that——

Mr. MURRAY. About when, Mr. Gauss?

Mr. GAUSS. Along just after, in March or April, perhaps.

Mr. MURRAY. After the new administration came in?

Mr. GAUSS. Yes, after the new administration came in—certain matters in connection with the controversy we had had with the telephone company about the rate here. I had had occasion to find out what the Government was paying in other cities, and I found that there was a considerable discrepancy in rates, even in the same city. Say, for example, one man would have an old contract, and he would be paying one sum, and another man, with a new contract, would be paying another sum. So I suggested to Mr. Wickersham that I thought it would be a good idea to find out just what they were doing in the matter of telephone service, and under his direction I sent out a schedule of inquiries, and got replies from, I guess, practically every city and town in the United States where the United States had telephone service.

Mr. MURRAY. Was that compiled in the form of a report?

Mr. GAUSS. No; I have not been able to get that up in the form of a report. I have had it in my office indexed, and it has been very handy to refer to in several cases that have come up since then, but I did not have the time, and did not have the money available for clerical force to compile it.

Mr. MURRAY. Is that likely to be a recurring situation?

Mr. GAUSS. It is a continuous situation.

Mr. MURRAY. I understood you to say that you made some contracts as a result of your work?

Mr. GAUSS. We made that first contract, but that situation is practically determined now, because the law provides that the contract shall be made under the Secretary of the Treasury. That law was not in effect when I made the contract.

Mr. MURRAY. When was that law passed?

Mr. GAUSS. Either last year, or year before last.

Mr. MURRAY. During the Sixty-first Congress?

Mr. GAUSS. Yes; during the previous Congress.

The CHAIRMAN. The work that you have been doing along this matter you have just been talking about, since Mr. Wickersham has come into the office of Attorney General, has been about the same character of work that you did in reference to it while Mr. Bonaparte was Attorney General?

Mr. GAUSS. Yes. Under Mr. Bonaparte I made that sort of a little census, and then the Navy Department was putting in a new system over in the New York yard, and I arranged the contract over there; and I fixed up two or three stations where the company and the Government were at loggerheads.

The CHAIRMAN. There is this difference, is there not: When you did this work prior to Mr. Wickersham becoming Attorney General, you did it as a part of your other official duties, and without extra charge to the Government?

Mr. GAUSS. That has been the fact since Mr. Wickersham has been Attorney General. I never have received any extra money.

The CHAIRMAN. In addition to that \$3,500 a year that you are receiving in connection with the investigation of land titles in the District of Columbia, has there been any other employment of you by the Attorney General?

Mr. GAUSS. No.

The CHAIRMAN. Has the amount of \$145.83 been paid you for any purpose as a part of your compensation?

Mr. GAUSS. Let me see that report. You say been paid to me?

The CHAIRMAN. Yes.

Mr. GAUSS. Since Mr. Wickersham has been in, or during their entire time?

The CHAIRMAN. Yes; since Mr. Wickersham has been in.

Mr. GAUSS. I could not say. I should want to see an itemized account.

The CHAIRMAN. Have you not had two appointments under Mr. Wickersham?

Mr. GAUSS. I had this first temporary appointment, of March 5, that continued about six days.

The CHAIRMAN. What was the designation of that—special assistant?

Mr. GAUSS. That was special assistant in charge of administrative details; that was a continuation of the original Bonaparte appointment.

Mr. MURRAY. That was administrative assistant?

Mr. GAUSS. Yes; administrative assistant, something of the kind.

The CHAIRMAN. In a table submitted by the Attorney General, opposite your name appears that your title was Special Assistant Attorney General, \$3,500 per annum the rate of pay; now, brackets, one payment of \$145.83, with \$7.95 expenses; then a payment of \$7,417.49, with \$28.01 expenses. It appears here as \$2,800 expenses, but that was a misprint; it has been corrected since.

Mr. GAUSS. I was violently abused for that.

The CHAIRMAN. What is your rate of compensation now?

Mr. GAUSS. \$3,500 a year. If you will allow me, I suggest that I do not know anything about it, but the chances are that first payment may be under that temporary appointment.

The CHAIRMAN. That may be the explanation.

Mr. GAUSS. You see, that would be about it, \$145 would be half a month.

The CHAIRMAN. The net result of the situation, so far as the Treasury is concerned, is that during Mr. Bonaparte's administration you were secretary to this commission and received no compensation for that particular service, you performing it as a part of your regular official duties?

Mr. GAUSS. That is, for the services I then performed as secretary of the commission, which were not extensive.

The CHAIRMAN. But immediately upon the accession of Mr. Wickersham to office this new position was created?

Mr. GAUSS. He put me to work taking active charge of the details of this work.

The CHAIRMAN. Made you special assistant and assigned you the same kind of work in connection with this commission that you had been performing before?

Mr. GAUSS. No. He gave me altogether different work in connection with the commission than what I had been performing before. Before I had been simply doing supervising work, which did not amount to a great deal, and acting as secretary at the one or two meetings. Subsequently I gave all my time actively to the work of the commission.

The CHAIRMAN. How many meetings of that commission have been held?

Mr. GAUSS. Three or four.

The CHAIRMAN. In the three years since it was created?

Mr. GAUSS. They do not need many meetings, you know.

The CHAIRMAN. When was the last meeting?

Mr. GAUSS. About a year ago, I guess.

The CHAIRMAN. Have you any idea when the next meeting will be?

Mr. GAUSS. I generally poll them. I do not bother them to get together. I go around and see them if there is anything that comes up that requires their attention. They are all pretty busy men, you know.

The CHAIRMAN. How long since you have polled them upon any matter?

Mr. GAUSS. During this session—since this extra session began—we have some legislation we are trying to get through, and I have been around and got their signatures.

The CHAIRMAN. What is the character of the legislation?

Mr. GAUSS. In the first place, we want Congress to repeal a very improvident act, which was passed in 1899, giving away a lot of land here; and, in the second place, we want to give the court the same authority to settle the questions in the Anacostia River and the Potomac water front that they had in settling the Potomac Flats case. Then we want the court to have jurisdiction. There are a number of cases—quite a number of cases—where the legal title only is outstanding in the United States, and we want the court to have jurisdiction to consolidate that title with the equitable title, so as to get a clear title.

Mr. MURRAY. What is that legislation of 1899 that you want to get repealed? How do you describe it?

Mr. GAUSS. That is the act empowering the Secretary of War to correct his records, so as to show that an occupant for 20 years had a clear title to this land, which really belongs to the United States. It is, in effect, a law allowing possession for 20 years to run against the United States.

Mr. MURRAY. Does this commission have any regular headquarters of its own?

Mr. GAUSS. Yes, we have an office in the Bond Building; that is my office.

Mr. MURRAY. Is it your office that you have always had, or is it the commission's office that it has had?

Mr. GAUSS. It never began an office until I began working there.

Mr. MURRAY. When was that? You say its creation was, I believe, in 1908?

Mr. GAUSS. I mean when I began active work, in 1909; it had no office room prior to that. There was some work done by an employee of the department, and there was some work done out of the appropriation, a small amount of work.

Mr. MURRAY. What date did it first have an office?

Mr. GAUSS. I think it got into a corner the next day, March 6, I think; but we have had our regular office over in the Bond Building—I was in the departmental building all summer; I think I went over there, perhaps, in the fall of 1909.

Mr. MURRAY. What rent do you pay for that office?

Mr. GAUSS. The Department of Justice pays the rent; I do not. They lease a certain number of rooms on the top floor of the Bond Building, and there was one of those empty, and I effected an exchange, so that I got the room.

Mr. MURRAY. Are the payments for rent charged up to this commission or the Department of Justice?

Mr. GAUSS. No; it is the Department of Justice; it is in their lease that they had there. They had a lease there, and it was one room that they already leased.

Mr. MURRAY. And that room was furnished, I suppose, when you went over there?

Mr. GAUSS. I think I brought furniture in—yes; I managed to get it furnished, too.

Mr. MURRAY. Which—was it furnished or did you manage to get it furnished?

Mr. GAUSS. I bought a desk and a typewriter desk and some file cases out of the appropriation, and I borrowed the rest of the furniture around from the department.

Mr. MURRAY. How much was the appropriation last year for this commission?

Mr. GAUSS. I think \$10,000; I do not keep that appropriation.

Mr. MURRAY. How is that spent?

Mr. GAUSS. Under the direction of the Attorney General. It is spent under the direction of the Attorney General. He keeps the brake on it; I do not get much of it.

Mr. MURRAY. Have you got any tabulation of the expenditures of that commission?

Mr. GAUSS. Yes. Here are the expenditures up to June 1, 1910.

Mr. MURRAY. That would include expenditures for the years 1908 and 1909?

Mr. GAUSS. Yes. I guess that is all my office stuff that I bought there.

Mr. MURRAY. This is of one year, is it not?

Mr. GAUSS. Yes.

Mr. MURRAY. The members of the commission at the present time are the Attorney General, Mr. Wickersham; Mr. Stimson, as Secretary of War; Mr. Scott, of the Senate—

Mr. GAUSS. Mr. Scott is out; it is Mr. Sutherland now.

Mr. MURRAY. What Member of Congress?

Mr. GAUSS. Representative Sheppard.

Mr. MURRAY. And Mr. Rudolph, of the Board of Commissioners?

Mr. GAUSS. Yes.

Mr. MURRAY. And that is the composition of the commission since what time?

Mr. GAUSS. Since the expiration of the last Congress.

Mr. MURRAY. I notice here on page 48 of this report, which appears to be the report of the commission to investigate the title of the United States to lands in the District of Columbia, in the statement of appropriations and expenditures, the first item is public buildings authorization.

Mr. GAUSS. That was the original act; that provided for the commission.

Mr. MURRAY. That is for a separate year; that is 1908, that \$5,000.

Mr. GAUSS. That is a continuing appropriation.

Mr. MURRAY. And next year, in the general deficiency appropriation act, \$10,000.

Mr. GAUSS. \$10,000; yes.

Mr. MURRAY. I notice here, too, under the head of "Salaries," H. C. Gauss, from March 16, 1909, to June 1, 1910, at \$3,500 per annum.

Mr. GAUSS. Yes; that is my salary.

Mr. MURRAY. So that your salary is charged up to this commission rather than to the Attorney General's department?

Mr. GAUSS. Yes; it is all paid out of this commission appropriation. It is paid out of that appropriation, and charged to that appropriation.

Mr. MURRAY. You are carried on the rolls there as a special assistant. What I am trying to get clearly in mind is just how the thing is carried along.

Mr. GAUSS. You can put it this way, that I am paid \$3,500 as the secretary of that commission, and that I am detailed, without further pay, from the Department of Justice. It does not make much difference, simply a question of title. There are the facts. I am getting \$3,500 out of that appropriation. I do not care what you call me, so long as I get the salary.

Mr. MURRAY. I suppose the people of the country might be interested in how these things are done. I am not trying to call you anything; I am trying to get at the facts.

Mr. GAUSS. I should be very glad to have the people of the country know all about it. We are working to the same end.

Mr. MURRAY. Fine. You are carried as a special assistant to the Attorney General; that is your official title, is it not?

Mr. GAUSS. Let us get the whole of it in.

Mr. MURRAY. All right.

Mr. GAUSS. Special assistant to the Attorney General, to assist in the investigation of the title of the United States in land in the District of Columbia.

Mr. MURRAY. Yes.

Mr. GAUSS. That is rather pretentious.

Mr. MURRAY. But you are not paid out of the appropriation for the Attorney General's department?

Mr. GAUSS. No; I am paid out of the appropriation for this investigation.

Mr. MURRAY. Do you hold any certificate of appointment as secretary from this commission?

Mr. GAUSS. The minutes of the meeting where I was elected secretary—

Mr. MURRAY. And that was in 1908?

Mr. GAUSS. Yes.

Mr. MURRAY. So that, in spite of the fact that there is a commission, three out of five members of which, at least, are different from the old commission, you are carried along as secretary without any new certificate of appointment?

Mr. GAUSS. There has been an action of the commission since.

Mr. MURRAY. When was that?

Mr. GAUSS. I do not remember now. Since the first action.

Mr. MURRAY. Since this new commission? There is a new commission since the 4th of March this year.

Mr. GAUSS. No; I do not think they have taken that action. I have seen them all and explained to them all the situation, and apparently it is agreeable.

Mr. MURRAY. That is, you have polled them?

Mr. GAUSS. I understand that is the technical word that is used in Congress.

Mr. MURRAY. That is the word you used, was it not? That is not my word; that is yours, is it not?

Mr. GAUSS. I did not originate it.

Mr. MURRAY. You used it here first?

Mr. GAUSS. I used it here; yes.

Mr. MURRAY. Who is R. F. McElfresh?

Mr. GAUSS. He is a young gentleman who worked for the commission for a while as stenographer. He is now, or has been, a student in Columbia University—a very bright and capable young man. He is a draftsman, and gave me very capable work while he was with me.

Mr. MURRAY. He is not there now?

Mr. GAUSS. No; he left to go to Columbia.

Mr. MURRAY. When did he leave?

Mr. GAUSS. He left last fall, last September.

Mr. MURRAY. Who succeeds him?

Mr. GAUSS. I had after him a young lady by the name of Kingman, Miss Kingman, who is a stenographer.

Mr. MURRAY. Is she there now?

Mr. GAUSS. No; she left in December, and I have a young lady by the name of Aldrich, Jessie Aldrich. She does stenographic work, and she is also doing a work that is very valuable. The old letters and records of the original commission were in very bad shape over in the office of Public Buildings and Grounds, tied up in bundles, and she has taken them and mounted them on sheets of manila paper about that size [indicating] and is having them bound, so that they will be permanently preserved. That is one thing that has caused a good deal of work, the fact that the records are in rotten shape. You have to dig and dig and dig to get anything.

Mr. MURRAY. What records?

Mr. GAUSS. The records of the original commission of the city of Washington.

Mr. MURRAY. Miss Aldrich, then, is now the successor to Mr. McElfresh?

Mr. GAUSS. Yes; she is the successor once removed.

Mr. MURRAY. She has been there since December?

Mr. GAUSS. Yes; I think some time in December.

Mr. MURRAY. Where is McElfresh; is he in the city?

Mr. GAUSS. No; he is not here this summer.

Mr. MURRAY. Where is he; do you know?

Mr. GAUSS. He is somewhere in New York. I wanted to get him to work for me this summer, but the Attorney General did not think it was necessary. I have a lot of drafting to do, and he is a good draftsman, and he said he would come to Washington if I had that work; but I could not get it for him, and he has gone somewhere else. I do not know where he has gone.

Mr. MURRAY. What is his home town?

Mr. GAUSS. He belongs here; he is a Washington boy.

Mr. MURRAY. Who is R. T. Strickland?

Mr. GAUSS. He is the examiner of titles.

Mr. MURRAY. Is he still there?

Mr. GAUSS. He is still there; yes.

Mr. MURRAY. So that your office force consists at least of yourself, Miss Aldrich, and Mr. Strickland?

Mr. GAUSS. Mr. Strickland is not there; is not with me at all.

Mr. MURRAY. I find him carried along here.

Mr. GAUSS. That was a provision of law, as I remember it, to compensate him for certain work that he did prior to the time when I took the main work there.

Mr. MURRAY. Is there anyone else there in your office?

Mr. GAUSS. No; just Miss Aldrich and myself.

The CHAIRMAN. How long is this work of examining titles in the District of Columbia likely to last?

Mr. GAUSS. It will depend a good deal on how we can push the litigation along. The work of examining titles, to know just about what the United States has an interest in, is practically completed. That is, I have a card index that shows, with the exception of a few lots—and those are right bothersome—practically everything there is; but the litigation promises to be somewhat extended.

Mr. MURRAY. By "litigation" do you refer to the three proceedings that are pending, the bill in equity?

Mr. GAUSS. The bill in equity especially; and that will determine the whole question of the rights of the United States—I would not say that—but it will throw a good deal of light on the rights of the United States to the land along the Anacostia River.

Mr. MURRAY. When was that bill filed?

Mr. GAUSS. We filed that in April, I think; April or May.

Mr. MURRAY. Of this year?

Mr. GAUSS. Of this year; yes.

Mr. MURRAY. When would it be likely to be reached?

Mr. GAUSS. We are going to try to get it heard in October. We are getting evidence together now so as to take all the evidence this summer. If I understand, the other side is going to try to get a jury trial, and the application for that may throw us off and delay us somewhat. We have been delayed already by the fact that they did not file their answer promptly.

Mr. MURRAY. I suppose you have a remedy for that, have you not?

Mr. GAUSS. Yes; but still, you do not want—they came in after awhile, after chasing them.

Mr. MURRAY. What is the present condition of that litigation?

Mr. GAUSS. It is on replication. We filed a replication. It is at issue.

Mr. MURRAY. Ready for trial—ready for a hearing?

Mr. GAUSS. Yes; ready to take testimony. It is an equity proceeding. We will take testimony. I am in hopes to take testimony before an examiner the last of this month or the first of August.

Mr. MURRAY. How long a proceeding is it likely to be after it gets into the court?

Mr. GAUSS. I do not know. They are going to fight like the old boy to keep that land, because there are some pretty strong people.

Mr. MURRAY. What is your judgment? I suppose you know as well as anybody else?

Mr. GAUSS. I do not think anybody can tell. It will depend a good deal on how much appeal—I do not think the Government appeals to the Supreme Court.

Mr. MURRAY. Are you personally going to prosecute that matter?

Mr. GAUSS. No; Mr. McNamara.

Mr. MURRAY. Who is Mr. McNamara?

Mr. GAUSS. Mr. Stuart McNamara.

Mr. MURRAY. I do not happen to know him.

Mr. GAUSS. He is at present a member of Cravath's firm in New York. He is special assistant; he has some appointment as special assistant to the Attorney General.

Mr. MURRAY. What appointment, do you know?

Mr. GAUSS. He has an appointment in this suit, and in the suit of 1001. I do not know what other; he has two or three cases.

Mr. MURRAY. When did he get his appointment, do you know?

Mr. GAUSS. I could not tell you about that. I guess it shows in the list, does it not?

Mr. MURRAY. I suppose he got it with your knowledge?

Mr. GAUSS. I knew he was appointed, but just when I do not remember. I would not say off-hand, without having the records, or getting the appointment clerk to state.

Mr. MURRAY. About when?

Mr. GAUSS. I would not venture to say without looking it up. I could look it up and find out. He is not paid out of our appropriation.

Mr. MURRAY. I find here on page 16 of the report of the Attorney General, "McNamara, Stuart. Official designation, special assistant to the Attorney General. Rate of pay, \$350 per month, July 1, 1909, to June 30, 1910—July 1, 1909, and subsequent to June 20, 1910; to be determined by the Attorney General upon completion of service." Services, \$1,925, one item; \$2,500 another item. Expenses, \$633.66. Total, \$11,754.36. Appropriation, pay of special assistants, United States court. And one of the items there is, "Investigating title of the United States to lands in the District of Columbia." Do you know what proportion of that \$11,000, plus, is chargeable to the—

Mr. GAUSS. I have not the least idea.

Mr. MURRAY. Can you give us any idea as to the extent of the work Mr. McNamara did?

Mr. GAUSS. When he was here—

Mr. MURRAY. When was that, please?

Mr. GAUSS. Last year, anyhow; probably before that; I do not remember. I was in pretty constant consultation with him. We have another case before the case that is pending now. There was a

piece of land up on Florida Avenue, between Fourteenth and Fifteenth, a piece of the site—

Mr. MURRAY. I would be awfully glad to hear about that some other time; but my question was, Can you tell us what proportion of the nearly \$12,000—

Mr. GAUSS. I said I could not.

Mr. MURRAY. You started to tell us, and you went out and got a drink.

Mr. GAUSS. That question was, if you will allow me, How much work, what was the extent of the work?

Mr. MURRAY. Yes.

Mr. GAUSS. I was trying to explain how much work he did. I have said already that I had been in consultation with Mr. McNamara every day, I suppose. I bothered him a good deal I guess; anyhow, he was very kind, always very ready to go over matters; and we had a case in court that has been decided. There was a piece of land upon Florida Avenue where they left off what they call Fox's Discovery. There was a piece of the city there that had never been improved.

Mr. MURRAY. What was the name of the proceeding?

Mr. GAUSS. *United States v. Lewis and Hansmann*. We tried an ejectment case against the successors of the gentlemen who squatted on that land.

Mr. MURRAY. That was in the district court here?

Mr. GAUSS. That was in the Supreme Court of the District; and it took seven days, I think, to try the case, and then he wrote a brief on a motion for a new trial. They did not appeal it.

Mr. MURRAY. Mr. McNamara prepared that case?

Mr. GAUSS. Yes, sir; he and I together.

The CHAIRMAN. What was the decision of the case in the trial court?

Mr. GAUSS. They found for the defendants.

The CHAIRMAN. Against the Government?

Mr. GAUSS. Yes.

Mr. MURRAY. Your answer was "he and I together."

Mr. GAUSS. I worked out the facts and he put in the law. He wrote the brief.

Mr. MURRAY. I am trying to get clearly in my own mind, and in the record, the extent of work performed by each of you.

Mr. GAUSS. I supplied the facts, and he put in the law, and we collaborated on the brief. I think that was a fair division.

Mr. MURRAY. How extensive a brief was it, Mr. Gauss?

Mr. GAUSS. I do not remember how many pages; it was quite a long brief.

Mr. MURRAY. How many days did it take you to prepare it?

Mr. GAUSS. I do not know how long we were working on the brief. Of course, we had prepared the evidence together before that, and put the evidence in the court.

Mr. MURRAY. Is there any memorandum kept in the department of the number of hours or the number of days required in the preparation of any given brief, or the performance of any given piece of work?

Mr. GAUSS. Not so far as I know. If you will allow me to say so, I should not suppose that would be practicable. I should not want to work in a factory like that.

Mr. MURRAY. You are not a practicing lawyer, are you?

Mr. GAUSS. I am not a practicing lawyer.

Mr. MURRAY. You do not know that that may be the practice among members of a private bar?

Mr. GAUSS. I have understood that there were certain shops where they did something of that kind.

Mr. MURRAY. Certain shops?

Mr. GAUSS. Yes.

Mr. MURRAY. You do not believe that is the general practice?

Mr. GAUSS. I do not know; I have no means of finding out.

Mr. MURRAY. What is your belief about that?

Mr. GAUSS. Is not that rather a moot question?

Mr. MURRAY. You have brought it in, whether or not you believe that to be a general practice among lawyers?

Mr. GAUSS. I do not know.

Mr. MURRAY. To indicate the number of hours given to a particular piece of work?

Mr. GAUSS. I do not know. I do not know how highly organized lawyers' offices may be in some places. I do not think it is so here in Washington.

Mr. MURRAY. You know whether it is so in the Department of Justice, do you not?

Mr. GAUSS. I never heard of a time slip being made.

Mr. MURRAY. Or a bill or a report indicating the number of hours or days or weeks given to a particular piece of work?

Mr. GAUSS. I never knew of it.

Mr. MURRAY. You have been in a position to know about those things in the Department of Justice, have you not?

Mr. GAUSS. I think I should have known. I know nothing about it since March 5, 1909. I will say this, there was nothing of the kind prior to March 5, 1909. What has been since, I do not know, because I have no means of knowing.

Mr. MURRAY. I suppose you have seen a great many of those reports of special assistants during your connection with the Department of Justice?

Mr. GAUSS. What reports do you mean?

Mr. MURRAY. Reports of special assistants. First, I ought to ask you, do special assistants make reports from time to time to the Attorney General of the work they are engaged in?

Mr. GAUSS. Yes; I understand so.

Mr. MURRAY. I suppose you have seen a great many of those reports?

Mr. GAUSS. They are very largely verbal, I should suppose. I am speaking about prior to March 5, 1909, because I have no knowledge of the present conditions.

Mr. MURRAY. Of course, I do not mean to inquire here as to things you do not know about; I mean to inquire about things during the time you were private secretary and administrative assistant.

Mr. GAUSS. That ended on March 5, 1909.

Mr. MURRAY. During that time you were in a position to know what was the practice in the Department of Justice as to reports of special assistants?

Mr. GAUSS. You mean as to furnishing a daily report of what they did?

Mr. MURRAY. I mean as to any kind of reports; what was the practice as to reports?

Mr. GAUSS. I should say they were largely verbal. I recall it was rather common for a special assistant who was in the city or who came to the city to make a verbal report to the Attorney General, and, if anything special came up, I have no doubt, wrote to the Attorney General, or wrote to the person who had immediate charge of that particular work. There might possibly have been, without my knowing it, some regular system of reports made to the assistant to the Attorney General on trust matters or other things; but there was no routine. For example, a special assistant attorney general did not turn in a daily report the same as a special examiner would or an investigator would.

Mr. MURRAY. What other proceeding, outside of the one you have mentioned, was Mr. McNamara connected with in the investigation of the title of the United States?

Mr. GAUSS. He is in all these three cases that I mentioned that we have filed. He is in all of those.

Mr. MURRAY. When is the case that is now pending in the Supreme Court of the District, with respect to a fund of \$4,000, likely to be disposed of?

Mr. GAUSS. It depends. The trouble with that one is that we have to publish against them. There were a lot of Otterback heirs who have died, and now heirs come up, and we have to publish against unknown parties.

Mr. MURRAY. Has there been any publication yet?

Mr. GAUSS. No; we have not gotten the order of the court yet.

Mr. MURRAY. That matter, as I understood you to say, is before the court now?

Mr. GAUSS. Yes.

Mr. MURRAY. What is the status of that litigation?

Mr. GAUSS. We filed a petition—the court has granted leave to intervene and we have intervened.

Mr. MURRAY. What is the name of that proceeding?

Mr. GAUSS. That is District 658, I think the number is, condemnation proceedings, the approach to the Anacostia Bridge.

Mr. MURRAY. And it is ready for disposition by the court after publication?

Mr. GAUSS. They have an answer coming; the other side will answer. We may possibly have to take testimony on that, although I hope they will stipulate.

Mr. MURRAY. Has the time for the answer already passed?

Mr. GAUSS. No.

Mr. MURRAY. When is the time for the answer?

Mr. GAUSS. They ought to answer next week some time, I guess.

Mr. MURRAY. After the answer, it is ready to be marked up for trial and disposition?

Mr. GAUSS. Yes; but you will not get anything here until October, now.

Mr. MURRAY. Of course. And then that landlord and tenant proceeding you spoke about; that is now in the courts?

Mr. GAUSS. Yes; that is pending.

Mr. MURRAY. What is the name of that proceeding?

Mr. GAUSS. There were two of them. The first one is Thomas Smith v. Carter & Clark, and the other one Virginia Williams against somebody.

Mr. MURRAY. Are they joint proceedings?

Mr. GAUSS. No; separate proceedings. I guess we will get them together.

Mr. MURRAY. The issues are the same, and they may well be joined.

Mr. GAUSS. Smith brought his proceeding some time ago, and the Williams people just came in a little while ago.

Mr. MURRAY. What is the status of that litigation?

Mr. GAUSS. It was certified up there from the municipal court. They brought landlord and tenant proceedings for possession, and the other side, the defendants, pleaded title in the United States, and the municipal judge certified it to the Supreme Court.

Mr. MURRAY. And that matter, too, will be ripe for disposition in the fall?

Mr. GAUSS. I am afraid so; yes. Yes; I think it will.

Mr. MURRAY. What other proceedings, if any, are contemplated by the commission?

Mr. GAUSS. We have a bushel of them. It will depend a good deal on how we come out on this equity suit. It will depend a good deal on what is done with regard to this bill that is pending here. By the way, before I get too far I ought to say that in addition to these cases Mr. McNamara assisted in the preparation of legislation and also appeared before the Senate Committee on the District of Columbia in a rather hotly contested hearing on this general bill that we have to quiet title.

Mr. MURRAY. When was that?

Mr. GAUSS. That was just before the end of the last session, I think, possibly sometime in February or March of this last year.

Mr. MURRAY. Of this year?

Mr. GAUSS. Of this year; yes.

Mr. MURRAY. You understand that you mentioned these three proceedings as pending litigation, and nobody else?

Mr. GAUSS. I certainly did.

Mr. MURRAY. I do not mean to suggest that anybody here is suggesting to you.

Mr. GAUSS. I said I ought to say——

Mr. MURRAY. Any others?

Mr. GAUSS. We have not anything pending that is actually begun; but we have the whole of the Anacostia River front and a big chunk of the Potomac River front, besides three or four squares that we have to do something with.

Mr. MURRAY. I understood you to say that the issues in each and all of those cases were the same as the issues in the bill in equity?

Mr. GAUSS. No; not the same. I modified my statement there. I said it would throw a good deal of light on them. The issues are not exactly the same. They are similar—that is, they are similar cases. But I should doubt—it might possibly be that the rest of them would come down if we win this one.

Mr. MURRAY. I got the impression from your testimony that the reason that nothing is being done in these proceedings about the

Anacostia River and the Potomac River and these other squares was because you were waiting on the disposition of the case——

Mr. GAUSS. Something is being done. We are getting the evidence together all the time, but we have not tried any more, because we want to see where we are going to come out on this one.

Mr. MURRAY. I suppose you have been getting the evidence together pretty much all the time during the life of this commission?

Mr. GAUSS. There is considerable work to be done yet.

Mr. MURRAY. You have been doing that?

Mr. GAUSS. I have been getting the evidence; yes.

Mr. MURRAY. During the three years?

Mr. GAUSS. Yes; that is why we brought the suits, because we got the evidence.

Mr. MURRAY. I suppose the matters of fact in all these cases are rather simple, are they not?

Mr. GAUSS. I do not think they are. It is a rather complicated situation.

Mr. MURRAY. Just what are the matters of fact?

Mr. GAUSS. That is another long story. Are you familiar with the facts as to the founding of the city of Washington? Do you know about the deal that they made that time—not exactly deal, but the agreement?

Mr. MURRAY. No; I do not happen to know about that. In fact, I do not know anything about any of these things except what I have been able to pick up on this committee.

Mr. GAUSS. When they passed the law, prior to 1791, establishing a Federal city here in this approximate location, Washington came up here and met about 19 of the people who then held property here in Georgetown, and they agreed that if the Federal city was located here they would convey all of their lands within certain boundaries—Rock Creek is one, and it goes up the old boundary to Florida Avenue and so down to the Eastern Branch—they would convey all their lands in trust to two trustees. From these lands the streets were to be taken, and the United States to have those in fee simple. By the way, that is rather an unusual condition. Instead of owning the easement, the United States was to have a fee simple. Then the United States was to pay £25 an acre for the reservations. After those two were taken out the balance of the land was to be divided equitably and fairly between the United States—between the “public,” as they called it—and the original proprietors, and the public’s half was to be sold in order to build the Capitol and the White House.

Mr. MURRAY. I suppose this agreement is a matter of record?

Mr. GAUSS. The deeds of trust are a matter of record. The agreement——

Mr. MURRAY. The deeds of trust incorporated the agreement, did they not?

Mr. GAUSS. They incorporated the agreement; yes.

Mr. MURRAY. So that it is a matter of record?

Mr. GAUSS. That is a matter of record, that they did that. Then the three commissioners were appointed to take this land and divide it between the original proprietors and the public, and to sell the public’s part. The city was to be laid out according to a plan. The trouble has come that in laying out that plan they did not define the water front; they did not go into the water front, exactly, and

the commissioners declined to say just what they did mean in laying out the water front. The Supreme Court, in the Potomac Flats case, said that they meant to lay out a street along the water front, and that all the land on the water side of that street belonged to the United States; and the effect of that was that the United States got the water front between Easby's Point and the Arsenal. The rest of the water front of the city remains to be litigated on in the light of such facts as we may find, and the judgment of the Supreme Court.

Mr. MURRAY. So the agreement recorded in the deed of trust is a matter of record, and there is a court case deciding certain features?

Mr. GAUSS. There is a court case.

Mr. MURRAY. That is in point?

Mr. GAUSS. Yes, I think so.

Mr. MURRAY. What other matters of evidence are there to be gathered?

Mr. GAUSS. You have to decide just what that water front was. They took 12 years to determine the Potomac flats case.

Mr. MURRAY. But it has been decided?

Mr. GAUSS. I know; but the matters of fact are only decided as to that particular location. Now we have to take that work up and complete the water front.

Mr. MURRAY. The propositions are similar as to the rest of the water front, are they not?

Mr. GAUSS. No; they are generally similar, but the details are very different. For example, they were altogether different people who owned the land. Another thing, they did not entirely divide all this land according to the agreement of the trust deed.

Mr. MURRAY. Then I suppose some of the matters of evidence are to get a catalogue of the present owners, and also a definition of the lines of the water front?

Mr. GAUSS. The lines of the water front are the hardest. I am working now on that. I am getting up a lot of maps on that.

Mr. MURRAY. The lines of the water front are a matter of record, too, are they not?

Mr. GAUSS. No; they never surveyed them out.

Mr. MURRAY. But the deeds?

Mr. GAUSS. The deed simply says the Eastern Franch.

Mr. MURRAY. That is a matter of judicial interpretation, is it not?

Mr. GAUSS. Exactly; but you have to have something for the judiciary to interpret on; otherwise they may interpret the other fellow's way.

Mr. MURRAY. Perhaps I am dense, but I do not understand what it is, as a matter of evidence---

Mr. GAUSS. You come down to my office and I will show you.

Mr. MURRAY. As a matter of evidence I do not understand what it is that required you three years.

Mr. GAUSS. I was not three years on this case. You must remember that we started in on worse than nothing. We started in on facts and publications that were entirely erroneous. They had published, in 1897, lists of the disposition of the property here that were full of errors. We could not take them. We had to go over every lot that the United States had had any dealings in. I could not tell you how many there are, but there are hundreds, perhaps thousands, of different lots.

Mr. MURRAY. When was the decision in the Potomac flats case?

Mr. GAUSS. I do not remember whether that was as late as 1907 or 1908; it is One hundred and ninety-seventh United States Reports, though.

Mr. MURRAY. You mentioned the publication of certain records.

Mr. GAUSS. There were some lists published by the office of Public Buildings and Grounds in 1897; and there are one or two publications, private publications, that have been taken——

Mr. MURRAY. Is there any relation of time or any other consideration between that publication and the decision with respect to the Potomac flats case?

Mr. GAUSS. That publication was not with reference to the Potomac flats case; it was about the other lots in the city. The water front, although it is a very important part in territory, it is only a small part of the territory we had to cover. We had to go away back to all the lots between here and Florida Avenue and between the Eastern Branch and Rock Creek; that is, 1,149 squares, and some of them were divided into as high as 70 lots.

Mr. MURRAY. What is your judgment, Mr. Gauss, as to the time when there may be a determination of the questions?

Mr. GAUSS. It all depends on how far you want to carry this thing. I can say to-day that the United States owns certain lots, has the legal title to certain other lots, and that there are certain other lots to which the title can only be determined by working out the litigation between Morris and the others, and determining the possible interests of the United States in those lots. It is worth doing. But if you want to settle vexed questions of title, which I think the Government is more or less bound to do—you understand I am talking now of everything except the water front—I think it would be well, I think it is something the United States owes to the property holders here in the District, to settle these questions and have the titles cleared up.

Mr. MURRAY. The question was, What is your judgment as to when that might finally be determined?

Mr. GAUSS. My answer would be that would altogether depend on the finish that you want to put on the work. There is work enough here—I should hate to think of the possibility—to keep me the rest of my life. There was an old fellow by the name of Stuart worked for years on those books. If he had put his stuff on paper, the same as I am trying to do myself, we would not have had to do this thing. But he knew about it, and anybody would go to him and he would tell them. But he died, and his knowledge went with him. Then, again, back just before the Civil War, maybe a little earlier than that, they employed a man by the name of Robert Ould, rather a distinguished lawyer—he afterwards became a well-known lawyer. He went into this thing, and they paid him six or eight or ten thousand dollars, and he made a partial report; but he did not finish up a lot of his work, so that we have to go over it. Then there was a man by the name of Cave who went into the thing, and his is only a partial report. It will take, with that litigation and everything, two or three years to finish it up right; and certainly with this litigation you can not let the thing go, because if you do they will simply grab that land. I do not want you gentlemen to get the erroneous impression that I am nursing a job here.

Mr. MURRAY. The only impressions I am getting are the impressions you are giving me.

Mr. GAUSS. If I am giving you that impression, I am certainly giving you the wrong impression.

Mr. MURRAY. Certainly I did not mean to suggest that you were.

Mr. GAUSS. I think, fairly and squarely, it would pay the Government to put in the year or two more, or three years more, that would be necessary to finish this thing up and have it done once for all, have it completed. In fact, that is what the law requires that we shall file a map of the land of the United States in the District of Columbia. You can not file a map until you have settled your questions of title. There is no use trying to put in a map here and mark a considerable portion of it "Doubtful."

Mr. MURRAY. No; but the fact is, this was the law for three years, and we are not any nearer getting that than we were when we started upon it.

Mr. GAUSS. We surely are. I have more stuff in my office now than was ever known about titles in this town before.

Mr. MURRAY. In what form is that?

Mr. GAUSS. A card index.

Mr. MURRAY. So that even if you should leave the service—

Mr. GAUSS. If I should snuff out any time, the stuff is all there for anybody to go there and see. That is what I am working on. There is no use of my working on it if I do not put it in permanent form for others to use. You can go up in my office and run over this index, and it will tell you everything up to the time—

Mr. MURRAY. I notice one item here in the expenditures, April 20, 1910, Lawyers Title & Guarantee Trust Co., \$128. Do you happen to know about that item?

Mr. GAUSS. That was the deal I made with Smith.

Mr. MURRAY. Who is Smith?

Mr. GAUSS. He is the president of the Lawyers Guarantee Title Co. You know it was a good deal of a help to have a title company's index. If we got an abstract of every case, of every lot, it would have amounted up; in fact, they figured in the first estimate \$60,000 for abstracts. I thought that was all nonsense, paying any such money as that. All you wanted was the index. So I met Smith one day, and I guess he was a little hungry for money, and I asked him what he would let me come in and browse around his office for, and he agreed I should have the free use of his indexes for \$250. I submitted it to the Attorney General and told him I thought that was a fair proposition, and he authorized that expenditure. I used them for awhile. I did not get all, I had some things I was yet to do. One day Smith wanted some money and I approved a voucher for \$125 on account, and then after that awhile—I do not know—he got kind of fussy about it, and I did not go in there any more, and the things just stand.

Mr. MURRAY. He got fussy about what?

Mr. GAUSS. This made them a good deal of trouble. I would write to a man and ask him, tell him I had not got full information about his title and I would like to know about it, and he would go over to the title company—I think perhaps I might withdraw that word "fussy."

Mr. MURRAY. You had some difference?

Mr. GAUSS. Yes.

Mr. MURRAY. What about?

Mr. GAUSS. They would go over there, and it made them some annoyance.

Mr. MURRAY. But they were getting some money for it?

Mr. GAUSS. They had previously given these people titles, you know. They had previously given them abstracts or certificates of title. But they would come in, and I got to know about it.

Mr. MURRAY. This Mr. Smith—what is his full name?

Mr. GAUSS. I can not think what his first name is. He is president of the Lawyers Title & Guaranty Trust Co.

Mr. MURRAY. Is he here in Washington?

Mr. GAUSS. Yes; he is down here right opposite the courthouse. We had some question as to the amount of access I was to have for the \$250.

Mr. MURRAY. Was that \$125 the only payment that was made to him?

Mr. GAUSS. That was the only payment.

Mr. MURRAY. I suppose that some of the results of your work in the Lawyers Title & Guaranty Trust Co. are part of your index records that you have just spoken about?

Mr. GAUSS. Sure. That is, I would go in there the way I did, I first paged over all the old books or records, perhaps 50 volumes—took them page by page. That was a quicker way than running indexes. Then, after that, I made a list of the lots I did not have the conveyances for, and I would take off of his indexes the references to those lots, and then I would go over and run them out, instead of running the indexes in the office of the recorder of deeds. I used a kind of a consolidated index of the lot and square.

Mr. MURRAY. And that formed the basis for your card index system?

Mr. GAUSS. Oh, no; that was just a small part of it. It would help me out. I would know there was probably a conveyance somewhere there, and if I would get stuck instead of running the indexes in the recorder of deeds office I would go over there and look at his index, that that would be quicker. But the substantial part of our stuff is what I got off the records.

Mr. MURRAY. How long a time did you use the Lawyers Title & Guaranty Co. index?

Mr. GAUSS. What is the date of that?

Mr. MURRAY. April, 1910.

Mr. GAUSS. I do not remember when I made that deal with him. I guess it was along in the fall of the previous year.

Mr. MURRAY. And you used it from time to time?

Mr. GAUSS. Yes; I would go in there—there was one time there I was running in and out for pretty near every day—and then there would be a week I would be working on something else and would not go in there. He got reasonable money for the use I made, and I would not like to keep the thing along. He said he regretted he entered into the agreement, and I did not really care particularly. I thought if he would let it go, I would too.

Mr. MURRAY. If the negotiations you had with him about getting abstracts of the titles to land in the District, which he said were worth \$60,000—

Mr. GAUSS. Oh, no; I said the estimate that they made.

Mr. MURRAY. That who made?

Mr. GAUSS. In the first report of the commission I think they made an estimate of what it would cost to get abstracts. They figured out—I will not say positively what the figure was—

Mr. MURRAY. Did he make any estimate to you?

Mr. GAUSS. Yes. They put in bids at so much per title.

Mr. MURRAY. Who put in bids?

Mr. GAUSS. He put in; the Columbia; the District—the whole of them. I forget whether Newton did or not; I do not think he did.

Mr. MURRAY. How many bids were put in?

Mr. GAUSS. I think there were three or four.

Mr. MURRAY. Have you any idea of the details of those bids?

Mr. GAUSS. I could get them for you; I have not them here. I think they said so much a title.

Mr. MURRAY. About how much?

Mr. GAUSS. I think it ran up to \$60. I do not know but what it was over \$100, one of them. They do not want the work. They will not work for the Government; if they do, they will soak you.

Mr. MURRAY. Why did they bid?

Mr. GAUSS. We asked them to bid, and they thought it was courtesy. I think Smith would say he did not want the work.

Mr. MURRAY. Who are some of these other men you mentioned?

Mr. GAUSS. Whom do you mean?

Mr. MURRAY. With these title companies?

Mr. GAUSS. I do not think I mentioned anybody.

Mr. MURRAY. You said there were other companies.

Mr. GAUSS. There is the "District" here.

Mr. MURRAY. District what?

Mr. GAUSS. District Title & Guarantee, something like that. We all call it the "District."

Mr. MURRAY. Where is it located?

Mr. GAUSS. Down on Thirteenth Street, between F and G.

Mr. MURRAY. What other companies?

Mr. GAUSS. The Columbia; that is Edmonson's company. That is down on the corner of E Street, down there by the courthouse, anyhow. And Cull has a company, the Home. I forget whether Cull is dead or not.

The CHAIRMAN. Where does Mr. McNamara, who is connected with these suits, live now?

Mr. GAUSS. He is in New York now; he has an office in New York. He comes to Washington.

The CHAIRMAN. How long has he lived there?

Mr. GAUSS. I think he went over in the early spring; perhaps in February.

The CHAIRMAN. Of this year?

Mr. GAUSS. This year; yes.

The CHAIRMAN. Where did he live prior to that time?

Mr. GAUSS. He lived in Washington.

The CHAIRMAN. How long has he been connected with the Department of Justice in any sort of way?

Mr. GAUSS. That I could not say. He was down in the district attorney's office, I think, when I first knew anything about the Department of Justice. I do not know how long.

The CHAIRMAN. Did you confer with the Attorney General, or anyone representing him, with regard to who should be assigned to the prosecution of these cases?

Mr. GAUSS. It seems to me I did. We had the Fox's Discovery case coming up. That Fox's Discovery case had been filed for a number of years, several years, had been on the docket for two or three years, and the Attorney General wanted to clear it up. I suppose whoever had it before—it was down at the District attorney's office, and McNamara had not had it down there. He had had some other cases that I knew about when I was in the department. I think I suggested to the Attorney General that he would be a good man. I knew he had some other appointments there.

The CHAIRMAN. Is it ordinarily the duty of the district attorney, or his office, to take charge of litigation for the Government here in the District?

Mr. GAUSS. That I do not know about.

The CHAIRMAN. With your experience in the department, I thought probably you would know.

Mr. GAUSS. I can tell you about what the practice was when I was there. I do not know about what is probably the practice there now. This is the way I understand it, or did understand it when I had anything to do with the matter: A routine case goes to the district attorney, whose office is very busy, and he—as most of those officers, in my experience, do—complains of overwork when he gets anything extra; and if there is anything special, anything that requires the undivided time, or a large portion of the time and attention of one man, they used to, and generally, I guess, they do now, put on a special assistant. They had that not only here, but they had that, as I understand it, generally.

The CHAIRMAN. Do you know how many men are in the district attorney's office here?

Mr. GAUSS. How many he has down there now?

The CHAIRMAN. Yes.

Mr. GAUSS. I do not know. I know two or three of the boys down there; but I do not know just how many he has there. He has a lot of criminal business. They divide up, you know, with the District force, some things going to the District, and some things to the district attorney.

The CHAIRMAN. In that department here, they have a great many attorneys, have they not; regularly employed, on salary?

Mr. GAUSS. No; not a great many. Most of them are doing departmental routine work. There is a great deal of routine work there. It is, in a sense, legal; but it takes a lot of time. There is not a great deal of law to it, after all, I guess. Not a great many; they have not a great many attorneys up there.

The CHAIRMAN. About how many when you were there?

Mr. GAUSS. When I was there I do not think there were outside of the regular assistants—

The CHAIRMAN. Count the regular assistants.

Mr. GAUSS. Well, count the regular assistants; they were all at their lines of work. I do not think there were more than three or four outside of the antitrust force. I do not know how many they had on antitrust. I do not think there were more than one or two, and those fellows were running around the country all the time. You can get a list there. I am just giving you roughly from memory.

The CHAIRMAN. I believe the register shows that there are five assistants to the United States Attorney for the District of Columbia. In the office of the Attorney General they have the Attorney General, Solicitor General, Assistant to the Attorney General and five Assistant Attorneys General.

Mr. GAUSS. You know, some of those are in other departments. Those are not all in the Department of Justice.

The CHAIRMAN. Yes; they are all in the register under the Department of Justice.

Mr. GAUSS. I know; but they are assigned to other departments; they do not work in the Department of Justice.

The CHAIRMAN. John G. Thompson, James A. Fowler, John Q. Thompson, William R. Harr, Winfred T. Denison; are any of them assigned to any work in any of the other departments?

Mr. GAUSS. Two of them are not available for departmental work. One is in the Court of Claims and the other one is in the Indian depredation claims. They have separate work, altogether separate from the department. This Thompson is not there now; Lewis is there now. They do not have anything to do with the departmental work. It is just the same as though they were in the department. There are only three assistants.

The CHAIRMAN. Are those Assistant Attorneys General, and attorneys, and assistant attorneys, and special assistant attorneys, who are on the rolls of the Department of Justice, whose names appear on the register of the Department of Justice, never assigned to look after the interests of the United States in any of these cases?

Mr. GAUSS. I do not know just what you mean. There has never been anybody assigned to this particular work I am on.

The CHAIRMAN. Is it always necessary for the department to go out and employ some special attorney to represent the interests of the Government when the Department of Justice has the force that it has down there?

Mr. GAUSS. I do not know anything about that except my own work; there was not anybody there to do this work. There was not anybody to go into court and try these cases. They would have mobbed me if I had suggested it.

The CHAIRMAN. Why would they have mobbed you?

Mr. GAUSS. Because they have work of their own.

The CHAIRMAN. You were in the department a number of years. Was that your observation that those attorneys down there were very diligently engaged?

Mr. GAUSS. Yes; it is not only my observation, but my absolute conviction, my actual knowledge, so far as it goes up to March 5, 1909. I venture to say there is not anybody in the Government service anywhere else who works any harder, more faithfully, more honorably, than the gentlemen down there. I give that as my opinion, after 10 years of observation in Government business down there.

The CHAIRMAN. Is there any regular time that the attorneys down there must report to the office?

Mr. GAUSS. Nine o'clock a. m.

The CHAIRMAN. Do they observe that regulation?

Mr. GAUSS. They do. Of course, a man may get there at five minutes past.

The CHAIRMAN. Have you not known them to get there at 10 o'clock?

Mr. GAUSS. I do not know of anybody; no. I do not know of anybody but what keeps the hours. I mean the attorneys down there; that is, the men who are on that list of attorneys. Of course, I do not know what a regular assistant does, because he runs his own bureau and makes his own time. But a man who is under the departmental rules, my observation is they are very faithful and keep their time.

The CHAIRMAN. Some of these folks, you say, have their own departments to look after. Are they very diligent in their attendance upon their duties?

Mr. GAUSS. My observation is that they are; that they are there after hours. I have never been hunting for one but what I was able to find him.

The CHAIRMAN. Do you think it would be very unusual for one to not get down to the department before 10.30 or 11 o'clock?

Mr. GAUSS. I have never observed anything of the kind; I should say it was very unusual. In fact, under the present head of the department, I think if they did not show up before that they would have trouble.

The CHAIRMAN. The ordinary clerks and stenographers are expected to report there on time?

Mr. GAUSS. They are expected to, and, so far as my observation goes, they do.

The CHAIRMAN. And if they are late they are docked?

Mr. GAUSS. No; I do not think so. I do not think there is any docking system there.

The CHAIRMAN. Is anything entered against their records by reason of their being late?

Mr. GAUSS. Not unless anybody is rotten about those things, about coming late all the time. They are likely to be fired. There is nothing of that kind there.

The CHAIRMAN. When private secretary to Mr. Bonaparte you had occasion to travel around with him a good deal over the country?

Mr. GAUSS. I had.

The CHAIRMAN. You were allowed your traveling expenses?

Mr. GAUSS. If I had not been I would not have gone.

The CHAIRMAN. Were you limited to the \$5 or \$6 per day that is prescribed by the departmental regulations?

Mr. GAUSS. No; I do not think that ever came up. It naturally could not, because I had to be with and travel with the Attorney General. I had to stop at the hotel where he stopped, in a good many cases, and I could not have kept my expenses within the departmental regulations. I tried to keep them within the departmental regulations as much as I could, and when I ran over, I simply got a waiver; told them what it was and got a waiver.

The CHAIRMAN. In making these trips would your traveling expenses be pretty heavy?

Mr. GAUSS. No, I do not think there is any trip where they were very big. I think the biggest one was when we went over to Philadelphia, to the Bellevue-Stratford, and I think they soaked us for a room pretty heavy.

The CHAIRMAN. Is that the room you paid \$8 a day for?

Mr. GUASS. I had a room; he had a suite and I had a room. I thought that was a roast; but still there did not seem to be anything to do. He was there with my friend Mr. Spelling. I do not know whether Mr. Spelling paid \$8 a day for a room that time or not.

The CHAIRMAN. On that trip I believe your room cost \$8 a day, and the Attorney General's \$20?

Mr. GAUSS. Yes. He had a suite—parlor, bedroom, and bath—and he paid \$20 a day.

The CHAIRMAN. That represented just the rooms?

Mr. GAUSS. Just the rooms, yes.

The CHAIRMAN. And the café charges were in addition?

Mr. GAUSS. They were extra. I think that was the most luxurious experience I ever had.

The CHAIRMAN. I sincerely hope so.

Mr. GAUSS. That was for a short time, and under special circumstances.

The CHAIRMAN. In 1907 where did you take your vacation?

Mr. GAUSS. I do not think I had any vacation that year, as I recollect it. I may have stayed a day or two in Salem, but I think I was working all the time that year. I was up in Lenox; I did not have any stenographer with me, and I bet I never worked harder in my life. I stayed there pretty nearly all summer, and then we went down at North Harbor. I went down there with him for a week, and I think after we got through there I took two or three days in Salem; but I will not be sure about that.

The CHAIRMAN. Did you go to any place in Delaware during that year?

Mr. GAUSS. No, I do not think so.

The CHAIRMAN. No place by the name of Rehoboth?

Mr. GAUSS. Oh, yes; I did go down there. I went down there on the way—I left here and went down there and took some work down there with me. I did stay at Rehoboth that year.

The CHAIRMAN. That was on a vacation trip, was it not?

Mr. GAUSS. I was on my way East; I was going to Lenox. I broke it there. I took some leave after I got there. I did not get any expenses while I was there. I might simply have gotten expenses on the way East, and then back again, then down—I paid my own expenses while I stopped there.

The CHAIRMAN. "To railroad ticket to Rehoboth, Del., July 15, \$3."

Mr. GAUSS. Yes. I had work with me all the time, anyway.

The CHAIRMAN. "Subsistence, July 22d to August 7th, 17 days, at \$3 a day, \$51." Do you know where that was, if it was not at Rehoboth?

Mr. GAUSS. What was the date of the ticket to Rehoboth?

The CHAIRMAN. The ticket to Rehoboth was July 15th.

Mr. GAUSS. The subsistence from the 22d?

The CHAIRMAN. From the 22d to August 7th?

Mr. GAUSS. I guess I did stay about a week down at Rehoboth, and then my impression is I went up to Lenox. I guess the subsistence was the subsistence at Lenox.

The CHAIRMAN. I notice here on the 20th you went to New York; I suppose from Rehoboth.

Mr. GAUSS. Yes, I went to New York; and I think that subsistence was from the time I hit Lenox until the date of the voucher. I stayed there at a very estimable lady's house, the wife of the postmaster.

The CHAIRMAN. Did you go to Bar Harbor that year?

Mr. GAUSS. Yes; I think that was the year I went down to Bar Harbor.

The CHAIRMAN. What was the occasion of your going there?

Mr. GAUSS. The Attorney-General went down and spent a week. You understand, I took the work. He never dropped his work in the department; that is, his work that he did every day in the department went right along with him wherever he went. I had a traveling case, a box pretty near as big as that one [indicating], and had all the outfit; and all the mail he was used to see and take care of just followed us up, and I worked all the time.

The CHAIRMAN. We notice in the files a letter from the Attorney General to you, dated September 2, 1907, in which he says:

You are directed to proceed, on a date to be fixed by the Attorney General, verbally, from Lenox, Mass., to Bar Harbor, or other point in the State of Maine; thence to return to Washington, D. C., by such route of travel and with such stops en route as may be verbally directed by the Attorney General. In view of the character of the duty assigned, you will be allowed all necessary expenses, and departmental regulations will be waived on your account therefor. These orders are in addition to orders previously given to you.

The trip to Bar Harbor was made in company with the Attorney General?

Mr. GAUSS. Yes. It was not actually simultaneously; I think I got there a little ahead of him. I did not go actually with him, but I went there to be with him while he was there. I went by boat and he went down by train. But I was there with him for about a week.

The CHAIRMAN. And while you were there he was looking after the Government business?

Mr. GAUSS. He was.

The CHAIRMAN. The office work?

Mr. GAUSS. I was working like a dog all the time.

The CHAIRMAN. And you had work?

Mr. GAUSS. I was hustling.

The CHAIRMAN. It was not a holiday, or a vacation trip?

Mr. GAUSS. No, sir; it was the hardest trip I ever put in.

The CHAIRMAN. I think probably it would be just to say that while reference has been made to this \$20-a-day hotel bill of Mr. Bonaparte, we have been able to find but two expense vouchers of Mr. Bonaparte while he was in the Attorney General's office; and it would appear from that that very frequently when he made these trips they were not made at Government expense; they were paid for out of his own pocket.

Mr. GAUSS. He paid his own way; he was very careful about that. And then I think I ought to call attention to that hotel bill, which I admit seemed large, and possibly seemed large to him. When he was in Philadelphia on that business he naturally anticipated that he might have to have conferences with attorneys. He was there on this coal business, and thought he ought to have—as I thought—a decent, respectable place to consult with them. That is, he ought not to have to meet gentlemen in his own bedroom, which is sometimes not convenient; and for that reason he got a suite. But he was generally

very careful about his expenses, and I had to be careful myself, because he was very close.

The CHAIRMAN. While the summer Capital was at Oyster Bay, did Mr. Bonaparte make frequent trips to and from New York and other places?

Mr. GAUSS. I do not remember more than twice; it seems to me he went down from Lenox twice. I do not remember more than twice. My impression is—I do not remember whether he ever put in a voucher for that or not.

The CHAIRMAN. I do not think so.

Mr. GAUSS. It was very seldom that he would ever let me get him reimbursed for his expenditures, even when you could really say it was a Government trip.

The CHAIRMAN. We are not complaining about the travel expenses of Mr. Bonaparte, while this particular hotel bill looked a little extravagant. As I said, there are only two vouchers showing travel expenses allowed to Mr. Bonaparte during his term. We do not want to be unjust to him or unjust to you; we are just simply calling your attention to these things, so that you can explain them. On the face of the voucher, and in connection with that letter, it was not apparent that that was on official business.

Mr. GAUSS. As a matter of fact, it was. I would not do that again for \$100 of any man's money.

The CHAIRMAN. Do you know who accompanied you and the Attorney General on this trip to Philadelphia to which you referred?

Mr. GAUSS. No one; we went alone.

The CHAIRMAN. You went alone; but was there any other representative of the Department of Justice there at that time?

Mr. GAUSS. I saw Mr. Spelling and Mr. Wilmer. They were in the court room and took part in the argument.

The CHAIRMAN. Do you know whether Mr. Spelling had gone there from Washington or not; was Washington his headquarters?

Mr. GAUSS. Yes; so I understand.

The CHAIRMAN. Do you know whether anybody accompanied him or not for the purpose of assisting or aiding him in any work?

Mr. GAUSS. That I could not say. I had no knowledge of it. I saw a gentleman there with Mr. Spelling, but who he was, until he suggested to-day that he was his nephew, I never knew.

The CHAIRMAN. You understand, Mr. Gauss, any questions asked you here in regard to this employment, in reference to the title of the United States to land in the District of Columbia, have been for the purpose of giving the committee some information.

Mr. GAUSS. I should be very glad indeed to give it all the information that I can.

The CHAIRMAN. The United States is amply able to pay for all the services that are actually needed, and this committee has no objection to any reasonable expenditure for any necessary service.

Mr. GAUSS. If you will allow me to say so, I think that is one of the most money-making propositions that the Government is engaged in at the present time.

The CHAIRMAN. We sincerely hope that the Government will receive adequate return for the investment that it has made.

Mr. GAUSS. I am certainly working to that end.

STATEMENT OF MR. SPELLING, ESQ.

MR. SPELLING. I had about 200 briefs to carry, and was bound to have assistance. I could not carry them to the train, nor away from the train, and so my nephew being in Washington, I just asked him to go with me, and paid his expenses. I did not get enough money back from the disbursing clerk to cover my actual expenses. However, if I had known the rules of the department a little better, I could have gotten the chief clerk to have detailed a man to go with me, and he would have paid his own expenses.

The CHAIRMAN. We are very much obliged to you, Mr. Gauss.

MR. GAUSS. I thank you very much for your attention.

(Thereupon, at 12.45 o'clock, the committee took a recess until 2.30 o'clock p. m.)

AFTER RECESS.

The committee met pursuant to the taking of recess.

STATEMENT OF THOMAS W. GILMER—Continued.

(See Hearing No. 5.)

The CHAIRMAN. These are the vouchers you brought down here that I have in my hand?

MR. GILMER. Yes, sir,

The CHAIRMAN. Appended to one of Mr. Graves's vouchers in 1907 is a general waiver, as follows:

AUGUST 26, 1907.

J. HARWOOD GRAVES,
Assistant Attorney General, Department of Justice.

SIR: It having been called to my attention that the work you will be required to do in connection with the prosecution of the Standard Oil Co. cases will necessitate your making long trips in the larger cities, where it is difficult and impracticable for you to limit your expenses for subsistence to \$5 a day, the usual departmental regulations are hereby waived, and you will hereafter be allowed your reasonable and necessary expenses while engaged in these cases.

Respectfully,

Acting Attorney General.

MR. Gilmer, what is your idea about the original of this, as to its whereabouts? This is a carbon copy.

MR. GILMER. I suppose Mr. Graves has the original. It is addressed to him. It might have been filed with the disbursing clerk. I would not be surprised if it was filed with the disbursing clerk, although it is addressed to Mr. Graves. Of course it would be the authority of the disbursing clerk; it would be his protection, and probably it is filed with him.

I assume that to be a correct copy on account of the signatures to the vouchers.

The CHAIRMAN. Attached to a voucher which was paid March 11, 1909, is a carbon copy reading as follows:

JANUARY 22, 1909.

J. HARWOOD GRAVES,
Special Assistant to Attorney General, Washington, D. C.

SIR: In view of the fact that the work you are required to do in connection with the prosecution of the Standard Oil Co., and other trust cases, necessitates your making long stops in the larger cities, where it is difficult and impracticable for you to

limit your expenses to the amounts allowed by the regulations of this department, these regulations are hereby waived and you will be allowed your reasonable and necessary expenses while engaged in these cases.

Respectfully,

CHARLES W. RUSSELL,
Acting Attorney General.

What do you think about the original of that, Mr. Gilmer?

Mr. GILMER. Well, I suppose the original of that is filed with the disbursing clerk.

The CHAIRMAN. The same explanation as in the other case?

Mr. GILMER. Yes, sir.

The CHAIRMAN. I have here a bundle of vouchers all in the name of L. Allison Wilmer, special assistant to the Attorney General, and I hold in my hand a voucher to him, paid March 25, 1909, for \$666. I read from that voucher the following items:

March 17, Pullman porters, \$8.

Hotel porters, \$4.50.

Waiters, including stewards on steamships to and from Alaska, \$31.

Was there any lump-sum appropriation or any appropriation at all to enforce the commodities clause?

Mr. GILMER. I do not know that there was.

The CHAIRMAN. Will you look at this and state from what fund it was paid?

Mr. GILMER. Salary and miscellaneous expenses, Department of Justice.

The CHAIRMAN. I have now a voucher for \$1,600 for the final settlement that was paid to Mr. Wilmer out of the pay of special assistant attorneys, United States courts, 1909. You do not know of any appropriation for the enforcement of the commodities clause, do you?

Mr. GILMER. What is that?

The CHAIRMAN. Was there any appropriation you know anything about, to enforce the commodities clause?

Mr. GILMER. Not specifically, under that title; no—not that I know of. What year was that?

The CHAIRMAN. 1909.

Mr. GILMER. No; there was not any, so far as I know, unless the appropriation disbursed by the Interstate Commerce Commission could be considered payable for that purpose.

The CHAIRMAN. This reads, "For services as special assistant to the Attorney General, to aid in the enforcement of the commodities clause of the Hepburn bill."

In the period covered by Mr. Wilmer's voucher for \$666 is the following:

February 19, Valdez, Alaska: Room without board, as per voucher.....	\$45. 35
Seattle, as per voucher.....	13. 80
Do.....	7. 60
Chicago, as per voucher.....	6. 10
Spokane, no voucher.....	2. 00
Portland, as per voucher.....	85. 35

Now, as to vouchers paid to Wade H. Ellis: Attached to a voucher paid October 30, 1909, for \$70.25, is the following:

OCTOBER 12, 1907.

A. C. CANE, Esq.,

Disbursing Clerk, Department of Justice.

SIR: You are hereby advised that the order of the Attorney General dated September 1, 1907, "Orders for traveling and allowances for traveling expenses," does not apply to the Attorney General, the Solicitor General, the assistant to the Attorney General, Assistant Attorney General, and private secretary to the Attorney General. They will be allowed their actual and necessary traveling expenses.

Respectfully,

CHARLES J. BONAPARTE,
Attorney General.

This is a carbon copy. What do you say about the original?

Mr. GILMER. I suppose the original is with Mr. Cane.

The CHAIRMAN. Well, he is dead.

Mr. GILMER. Was with Cane and now with his successor.

The CHAIRMAN. As what?

Mr. GILMER. Disbursing clerk.

The CHAIRMAN. With a voucher for \$250, paid May 13, 1910, is an allowance, reading as follows:

Allowance in lieu of expenses incurred under special appointment to Missouri River rate case, United States Supreme Court, \$250.

The payment of \$200 October 29, 1910, has at the end of it the following, written with a pen:

I certify that the days specified in this account were spent away from home.

WADE H. ELLIS.

I also hold in my hand a voucher for \$1,000, with a letter attached thereto, reading as follows:

MAY 11, 1910.

HON. WADE H. ELLIS, *Cincinnati, Ohio.*

MY DEAR SIR: You handed me your resignation as assistant to the Attorney General on March 1, 1910, to be accepted at my pleasure, with the understanding it should be accepted as soon as I could determine upon your successor. Your successor was nominated by the President to the Senate on March 14, 1910, and confirmed March 23.

About the middle of the month of March you advised me that, in view of some criticism which had been made concerning the propriety of your acting in a political capacity in Ohio, at the same time being a salaried official of the Department of Justice, you had determined not to accept any salary after March 1, the day when you handed me your resignation.

At my earnest solicitation, however, you accepted a special appointment to argue the Missouri River rate case in the United States Supreme Court, as I could not arrange with any other satisfactory counsel to prepare the case in the time then remaining before the day set for its argument, and you had commenced the preparation of the brief.

I find, however, that no formal acceptance of your resignation was written to you, although you permanently withdrew from the department and ceased attending to any duties here on or about March 15, 1910, on which date your resignation was actually accepted.

You subsequently appeared in the Supreme Court and, pursuant to my request and designation, on April 5 and 6, argued the Missouri River rate case on behalf of the Government.

I am sending a copy of this letter to the disbursing clerk, in order that he may have it before him as evidence of your resignation and of your special employment.

Faithfully, yours,

Attorney General.

At the bottom of that letter is the following:

I certify this is a true copy of the original letter signed by George W. Wickersham, Attorney General.

J. H. MACKEY.

That letter was dated May 11.

Mr. GILMER. 1910.

The CHAIRMAN. On May 12—is that the date of that check?

Mr. GILMER. May 13 is the date of the check.

The CHAIRMAN. On May 13 he was paid a thousand dollars salary as compensation, and \$250 as expenses, represented by those two vouchers that I hold, in lieu of expenses.

Mr. GILMER. Allowances, not lieu of expenses; and the other is a fee; yes, sir.

The CHAIRMAN. The voucher which I now hold is on account of services as special assistant to the Attorney General in the three Indian allotment cases, Brown and Gritts, Maurice Tiger, and Muskrat and Dick cases, the amount being \$1,500.

It is certified by Wade H. Ellis, special assistant to the Attorney General. How about this certification of Mr. Ellis?

Mr. GILMER. It is certified by George W. Wickersham, Attorney General.

The CHAIRMAN. Certified by Ellis himself.

Mr. GILMER. He certifies it is correct, and then it is approved by Mr. Wickersham. I call your attention to this, that that certificate there is in compliance with section 365.

The CHAIRMAN. This voucher shows that Mr. Ellis was receiving \$10 per day in lieu of subsistence, does it not?

Mr. GILMER. Yes, sir.

The CHAIRMAN. That phrase, "in lieu of subsistence," would not include ordinary traveling expenses and telegrams?

Mr. GILMER. No; just board.

The CHAIRMAN. Just board and lodging?

Mr. GILMER. Yes, sir. This is approved by Attorney General Wickersham.

The CHAIRMAN. The voucher paid January 10, 1911, for \$312.24, like the one just preceding, was a \$10 lieu allowance, and reads as follows:

Allowance in lieu of subsistence, 30 days at \$10 per day, December 6 to December 27, 1910, and January 1 to January 9, 1911, \$300.

The voucher for \$35, paid November 29, 1909, has no approval. It is certified by Wade H. Ellis, Assistant to the Attorney General, and reads as follows:

1908, December 15, newspaper clippings, \$5.

1909, March 27, newspaper clippings, \$5.

April 18, newspaper clippings, \$5.

April 27, newspaper clippings, \$20, as per receipts attached hereto.

Voucher for \$76, paid February 6, 1909, contains among others the following item: "Drawing room, Washington to Chicago, \$16." It is certified by Wade H. Ellis, and has no approval, as is the case in a voucher dated November 29, 1909, for \$35, voucher dated February 23, 1910, for \$79.70, a voucher dated November 17, 1909, for \$65.20.

These are disbursements made to Wade H. Ellis:

Date.	Amount.	Title.	Fund.
Nov. 20, 1908	\$38.85	Assistant to Attorney General.....	For the enforcement of antitrust laws.
Feb. 16, 1909	76.00	.....do.....	Do.
Feb. 25, 1909	21.75	.....do.....	Traveling and miscellaneous expenses.
Mar. 20, 1909	14.55	.....do.....	Enforcement, antitrust laws.
June 24, 1909	106.90	.....do.....	Do.
Aug. 14, 1909	1.00	.....do.....	Do.
Oct. 30, 1909	70.25	.....do.....	Do.
Nov. 17, 1909	65.20	.....do.....	Do.
Nov. 29, 1909	35.00	.....do.....	Do.
Feb. 23, 1910	79.70	.....do.....	Do.
May 13, 1910	1,000.00	.....do.....	Do.
Do.....	250.00	.....do.....	Do.
Oct. 12, 1910	64.05	.....do.....	Enforcement, act to regulate commerce.
Oct. 29, 1910	1,500.00	.....do.....	Pay of Special Assistant Attorney Generals, United States courts, 1911.
Do.....	200.75	.....do.....	Do.
Dec. 12, 1910	43.00	.....do.....	Enforcement act to regulate commerce.
Dec. 13, 1910	243.61	.....do.....	Pay special assistant attorneys, United States courts, 1911.
Dec. 14, 1910	1,500.00	Assistant to Attorney General (services in Indian cases).	Do.
Jan. 10, 1911	1,000.00	Fee in Southern Pacific Terminal cases Nos. 459, 460, \$500. Fee in Southern Pacific v. I. C. C., No. 527, \$500.	Do.
Do.....	312.24	Special assistant to Attorney General..	Do.
Jan. 30, 1911	500.00	.....do.....	Enforcement act to regulate commerce.
Do.....	1,000.00	Retainer in case 712, J. S. Mullen et al, appellants, v. United States, \$500. Retainer in case No. 713, Alfred F. Goat et al v. United States, \$500.	Pay of special assistant attorneys, United States courts, 1911.
Feb. 21, 1911	1,500.00	Retainer under appointment, Sept. 30, 1910, to assist in prosecution of so-called electrical trust.	Enforcement antitrust laws.
Total...	9,682.85		

This is the total sum represented by all the vouchers that have been produced. The tabulated Exhibit A, in the first hearing, shows disbursements amounting to \$11,717.73 to him as special assistant to the Attorney General.

Charles W. Russell was paid a voucher on November 28, 1908, for \$278.95. The items of the voucher cover a period of five weeks, and read as follows:

October 16:

Parlor chair, Washington to New York.....	\$1.25
Dinner, en route.....	1.20
Tips, waiter and porter.....	.50
Cab to station at Washington.....	1.00
Baggage transfer at New York.....	.25
Hotel bill.....	149.99
Tips, New York dining room, 35 days.....	25.00
Telegrams, confidential.....	8.76
Porters, New York hotel.....	.25

November 20:

Carriage, hotel to station, New York.....	.50
Baggage transfer.....	.25
Parlor chair, New York to Washington.....	1.25
Dinner, en route.....	1.25
Tips, waiter and porter.....	.50
Cash, Astor House.....	115.00

Total.....	306.95
Less personal.....	28.00

Amount claimed..... 278.95

(Thereupon the committee adjourned, subject to the call of the chairman.)

No. 7

HEARINGS

BEFORE THE

COMMITTEE ON EXPENDITURES IN THE DEPARTMENT OF JUSTICE

HOUSE OF REPRESENTATIVES

ON

HOUSE RESOLUTION NO. 103

TO INVESTIGATE THE EXPENDITURES IN THE
DEPARTMENT OF JUSTICE

JULY 19 AND 21, 1911



WASHINGTON
GOVERNMENT PRINTING OFFICE
1911

COMMITTEE ON EXPENDITURES IN THE DEPARTMENT OF JUSTICE.

[Committee room No. 286, House Office Building. Telephone, 583. Meets on call of chairman.]

JACK BEALL, *Chairman.*

JAMES C. CANTRILL, Kentucky.

ELBERT A. HUBBARD, Iowa.

WILLIAM F. MURRAY, Massachusetts.

PAUL HOWLAND, Ohio.

SAMUEL A. WITHERSPOON, Mississippi.

STEPHEN G. PORTER, Pennsylvania.

JNO. E. HOLLINGSWORTH, *Clerk.*

EXPENDITURES IN THE DEPARTMENT OF JUSTICE.

THE COMMITTEE ON EXPENDITURES
IN THE DEPARTMENT OF JUSTICE,
HOUSE OF REPRESENTATIVES,
Wednesday, July 19, 1911.

The committee this day met, Hon. Jack Beall (chairman) presiding.

STATEMENT OF MR. MARION ERWIN.

(The witness was duly sworn by the chairman.)

The CHAIRMAN. Please give the reporter your full name.

Mr. ERWIN. Marion Erwin.

The CHAIRMAN. Where do you live?

Mr. ERWIN. Macon, Ga.

The CHAIRMAN. How long have you lived in Georgia?

Mr. ERWIN. Since I was a boy. I was born in South Carolina, and went as a boy to Georgia, and have lived there ever since.

The CHAIRMAN. You are an attorney, I believe, Mr. Erwin?

Mr. ERWIN. Yes, sir; I am attorney at law.

The CHAIRMAN. How long have you been a practicing attorney?

Mr. ERWIN. Since 1882.

The CHAIRMAN. Where did you begin the practice of your profession?

Mr. ERWIN. At Savannah, Ga.

The CHAIRMAN. How long did you continue in active practice there?

Mr. ERWIN. Until I moved to Macon, Ga. I moved to Macon, Ga., about 1887.

The CHAIRMAN. You practiced at Savannah from 1882 to 1887?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. And then you removed to Macon, Ga.?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. Have you continued to reside there?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. What official position do you hold?

Mr. ERWIN. I am the United States attorney for the southern district of Georgia. I also hold a special appointment as assistant to the Attorney General for the conduct of certain cases for the Government.

The CHAIRMAN. When were you first appointed United States district attorney?

Mr. ERWIN. I was first appointed United States district attorney in 1889. I have not held that office continuously since that time. I was reappointed during President McKinley's administration.

The CHAIRMAN. His first administration, beginning in 1897?

Mr. ERWIN. Yes, sir. Shortly after his first administration went in I was appointed district attorney, and I have held that office since that time.

The CHAIRMAN. You held it during the four years of Mr. Harrison's administration?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. And beginning again in 1897, under Mr. McKinley's first administration?

Mr. ERWIN. I do not know that I went in exactly in 1897, but it was during his administration, as soon as the term of my predecessor expired.

The CHAIRMAN. And you have held it continuously since that time?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. How large a district is that?

Mr. ERWIN. It embraces about two-thirds of the State of Georgia.

The CHAIRMAN. How many places do you have court?

Mr. ERWIN. Court is held in Macon, Ga.; Augusta, Ga.; Savannah, Ga.; Valdosta, Ga.; and Albany, Ga. They have not held court at all of those points during all of that period, but they are now holding court at those points.

The CHAIRMAN. Your courts meet in five places, I believe?

Mr. ERWIN. That is correct.

The CHAIRMAN. In that district?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. How has the business of that district been—light or heavy—the portion of the business with which you were connected as the United States district attorney?

Mr. ERWIN. That, of course, is a comparative question, requiring comparison with some other district. Take the northern district of Georgia, for instance; they have more moonshine cases in the northern district of Georgia than we have in the southern district, although there has been a large number of moonshine cases, principally from the mountainous section of my district, the northwestern part of the district; but, in general, take cases of other classes and I think probably we have had cases of larger importance at times in our district than in the other. Of course, when you come to what we call internal-revenue or moonshine cases, they are cases of comparatively small import in regard to the time it takes to try them or importance in other ways. Cases of different character require much longer time and involve probably greater issues at times.

The CHAIRMAN. During the period of your first appointment, beginning in 1889, what salary did you receive as district attorney?

Mr. ERWIN. The office was on fees at that time.

The CHAIRMAN. The office was altogether on fees?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. Do you know how much those fees would amount to annually?

Mr. ERWIN. I could not answer accurately now; it has been so many years ago.

The CHAIRMAN. Did you make any report?

Mr. ERWIN. Yes, sir. Accounts were rendered. In adjusting the salaries by Congress after fees it was averaged up, I believe, as \$3,500 as a reasonable compensation.

The CHAIRMAN. Since you were reappointed during the McKinley administration you have been receiving \$3,500 a year?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. When did you first have an assistant?

Mr. ERWIN. I had an assistant from the beginning of the McKinley administration.

The CHAIRMAN. From the beginning of the McKinley administration?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. Did you have an assistant during the Harrison administration?

Mr. ERWIN. During the Harrison administration I did not have an assistant.

The CHAIRMAN. Why was an assistant district attorney appointed in that district?

Mr. ERWIN. I believe—I am not so certain whether he was appointed during part of the Harrison administration—no; it was during the beginning of the McKinley administration. Why the necessity for an assistant?

The CHAIRMAN. Yes, sir.

Mr. ERWIN. To begin with, the number of places of holding court made a difference; they increased the number. When I was first appointed they only held court at two places, Savannah and Macon. They increased the number of places of holding court and the business in a certain sense became greater, requiring more labor and more time when it had to be divided up at different places, and in general, you might say, the business grew out of another situation. There was a time previously when we did not have a judge, and when we did not have a judge down there the business fell away to a certain extent. After we got a permanent judge and the cases could be tried business grew to a greater extent. Another thing is, the district itself developed immensely in population and towns sprung up all over the district. You see, it embraces the southern portion of the State and the clearing out of the lumber district, the timber lands, the settlement of people in the southern portion, the building of railroads, the opening up of post offices all through the country, really shifted the center of population in Georgia to southern Georgia.

The CHAIRMAN. Taking all these causes into combination, a condition was brought about that made it impossible for you alone to look after the business of the district, as I understand it, the necessities of the situation required the appointment of an assistant?

Mr. ERWIN. The proper conduct of the public business required the appointment of an assistant. I do not say "impossible," because impossible is a pretty strong word.

The CHAIRMAN. The proper conduct of the public business required the appointment of an assistant?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. After the assistant was appointed, did the business of the office require your attention as well as the attention of the assistant, or the attention of the assistant as well as your attention?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. It occupied the time of both of you?

Mr. ERWIN. Yes, sir; it occupied the time of both of us, in the sense that at times it required the attention of both working at different things to accomplish the best results.

The CHAIRMAN. Did either of you engage in the practice of law outside of the duties of the office?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. To what extent?

Mr. ERWIN. I had considerable Federal court practice. In all my professional career I have made a specialty of Federal court practice, both civil and criminal. The time when the Government cases were tried would be usually fixed by the court, special times during the term, and then the times when ordinary civil cases were tried in which the United States was not a party, when the Government business would not be tried. I was employed in a very great number of cases, some of them of considerable and great importance, generally speaking, I mean, on account of my supposed familiarity with Federal practice and Federal procedure and knowledge of the Federal laws. Those cases were usually tried when Government business could not be tried.

The CHAIRMAN. Were you engaged in this private practice before the appointment of an assistant?

Mr. ERWIN. I was; yes, sir.

The CHAIRMAN. By devoting your entire time and attention to the duties of the office of district attorney could the appointment of an assistant have been avoided?

Mr. ERWIN. No, sir; it could not have been done and properly conduct the business, because it required two men at least at that time to properly conduct the business when it had to be conducted. In other words, I do not mean that it would have been impossible, but there are a great many things that make it very much more expensive to do it in one way than another. At the time of the court the assistant could appear before the grand jury while the district attorney tried cases in court. Various things would come in collision. If you keep jurors over and the like, you add tremendously to the expense. From an economical standpoint it was much cheaper for the Government to have two men in that way.

The CHAIRMAN. What salary was the assistant paid at the beginning?

Mr. ERWIN. Well, I think something like a couple of thousand dollars to \$2,400, something of that sort.

The CHAIRMAN. What has he been receiving during recent years as assistant district attorney?

Mr. ERWIN. About the same.

The CHAIRMAN. After that appointment did the duties of the office require the attention of both of you?

Mr. ERWIN. Yes, sir; I think I answered that.

The CHAIRMAN. Has he been engaged in private practice also?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. Both of you?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. When did your special appointment under the Department of Justice begin?

Mr. ERWIN. Well, perhaps—I do not know whether you would like me to start with the beginning of my connection with the Greene Gaynor, and Carter proceeding and tell you about that.

The CHAIRMAN. I would like to have you incorporate in the record as complete a statement as you desire to make in connection with the Greene and Gaynor case.

Mr. ERWIN. About September, 1899, I was called to Washington by the Attorney General, Mr. Griggs at that time. He had at that time under consideration a reference made to him by President McKinley of the record in the court-martial proceedings against Capt. Oberlin M. Carter, who had been convicted by court-martial of conspiracy and fraud in river and harbor contracts in what is known as Savannah engineering district, embracing the territory from Savannah River on one side to Fernandina, Fla., on the other. Capt. Carter had been convicted by court-martial and the case had been carried up for review by the President, and the President had referred the case to Attorney General Griggs for his review and opinion. When I reached Washington Mr. Griggs told me that he was about to render his opinion and would render it very shortly. In the meantime he wanted me to be prepared to take up the question as to certain other persons, not in the Army, supposed to be connected with the frauds and examine into it and take a proper course in reference to them. I told him that I would stand ready, and returned to Georgia.

Very shortly after, on September 27, 1899, Mr. Griggs rendered his opinion on the review of the court-martial record, which is found in the opinions of the Attorneys General, and in which he approved the findings of the court-martial convicting Capt. Carter. That opinion was confirmed by President McKinley, and Capt. Carter was ordered to the penitentiary.

I was called to Washington again by Mr. Griggs, and he then referred to me all the papers and documents of record in the court-martial proceedings which were in the custody of Mr. Edward I. Johnson, who was a national-bank examiner, and who had been detailed, by request of the Attorney General, to assist Mr. Griggs in the analysis of all the accounts and other matters connected with the court-martial proceedings. Mr. Griggs turned Mr. Johnson and the papers over to me for my examination, instructing me to examine the record and make up my mind as to who, if anybody, should be prosecuted in the civil courts criminally in connection with these frauds of which Capt. Carter was convicted. I worked over the matter some three or four weeks—over the records with Mr. Johnson—and it involved a large mass of engineering evidence and also certain financial transactions which were held to be indicative that Carter was sharing in the profits of the contracts for river and harbor improvements. I then notified Mr. Griggs of the fact that, in my opinion, certain of the parties, Benjamin D. Greene, John F. Gaynor, and the younger Gaynor, and also Capt. Carter's private secretary and others should be indicted—in my opinion, should be presented for indictment to the grand jury.

I then went to work, summoned witnesses and presented the case to the grand jury in Georgia, and indictments were found against Benjamin D. Greene, John F. Gaynor, and the younger Gaynor, Capt. Carter's secretary, and Capt. Carter for conspiracy and fraud growing out of the river and harbor improvements. After the indictments were found the defendants were not any of them in the southern district of Georgia, and it was not known where they were,

but the fact that the grand jury was investigating had gotten out in the newspapers and they were on the lookout for arrests. I had prepared certified copies of the indictments and sent them to the various district attorneys in the United States where it was supposed any of the defendants might be, and also sent copies to the Attorney General. The defendants very shortly thereafter, that is, Benjamin D. Greene and John F. Gaynor and the younger Gaynor, congregated in New York City. None of them, however, resided in New York City, but they all collected there and surrendered themselves to the officers in New York. In the meantime, when it was found that they were in New York, copies of the indictments having been sent by the Attorney General to the district attorney in New York, complaint was made before Commissioner Shields in New York, and warrants were issued for their arrest there, and they were brought before the commissioner for trial. At that time the Attorney General requested me to go to New York to advise with the district attorney about the matters. The hearing was on before the commissioner for some time, the Government undertaking to get the defendants removed for trial to Georgia on certified copies of the indictments and identification. The commissioner held that it was sufficient, and it went up to Judge Brown of the district court of the United States for the southern district of New York, for the warrants of removal under section 1014 of the Revised Statutes. Judge Brown, however, reserved his opinion five or six months, and finally rendered an opinion in effect that we could not extradite a man alone on indictment and identification, that we had to make out the case by evidence, and he sent the case back to the commissioner with leave for the Government to put in evidence.

At that time, while Judge Brown was holding up his opinion, Mr. Johnson and I were in New York, and we went to work through clues we had traced out and followed, working them out through the bankers' and brokers' accounts in New York, the accounts of Capt. Carter, Greene, Gaynor, and the younger Gaynor, and Carter's father-in-law, Mr. Westcott, and other accounts. We got all those things and worked out the actual division of the profits of the river and harbor contract between Greene and Gaynor and Carter for five years, something like \$2,225,000 of the profits having been divided monthly between them. That evidence had never been obtained during the court-martial trial. They had shown that certain engineering things done could not reasonably have been done otherwise than for fraudulent purposes, and they showed that Capt. Carter had enjoyed an income during the latter part of the time which ran up to \$30,000 a year and which Capt. Carter claimed were gifts from his father-in-law, but they were not able to trace the profits of the contracts back to Capt. Carter.

During the five months that Judge Brown was holding up the opinion Mr. Johnson, the expert examiner, was principally instrumental in working that out through the bankers' and brokers' accounts. I was engaged at that also, but Mr. Johnson did the work in the banks principally. I would get him access to the bank accounts and brokers' accounts and he would draw off all the accounts possibly connected with it and match them up with other accounts and with the original disbursing checks issued by Capt. Carter which were preserved in the Treasury Department, matching everything

together, when Judge Brown sent the case back to the commissioner for rehearing—we were then in a position to demonstrate the division of the money in thirds—the profits of the contracts for five years, month by month, between the contractors and Capt. Carter, the engineer officer in charge of the work.

When the case was sent back by Judge Brown there was a difference between myself and the assistant district attorney in New York as to the method of procedure. I had suggested to the Attorney General before we even entered upon it some of the difficulties we were likely to encounter in getting the removal from New York by reason of Judge Brown having made a ruling in what was known as the Dana case, which, as it turned out, he did follow in the Green and Gaynor case, and that we ought to adopt some other process to avoid it.

There was some difference between us, and so when Judge Brown rendered his opinion the Attorney General wanted me to go back to New York and take charge of the case and so he decided to appoint me a special assistant to the district attorney in New York for the purpose of conducting the case of removal there. I went back to New York and we fought it out before the commissioner there. We took a great mass of testimony. I had to bring witnesses from all over the country to show the frauds in the engineering work covering a period of five years and to show from the bankers' and brokers' accounts the division of money. The defense took considerable time, there was a large number of adjournments granted them, and the decision of the commissioner was not rendered until along in January, 1901. He held again on the second trial that we had made out a case. It went back to Judge Brown and he gave us an opinion sustaining the commissioner's finding on the evidence, and issue the warrants for removal. The defendants surrendered themselves and immediately took out habeas corpus proceedings before Judge LaCombe, the United States Circuit Court for the Southern District of New York. The judge refused to grant habeas corpus and allowed them an appeal and they gave bond on the appeal and were released.

The case then went up to the Supreme Court of the United States along about the spring of 1901, and the case was pending in the Supreme Court until December of that year when, at the request of the Attorney General, I made the argument before the Supreme Court, and the court sustained the warrant of removal at that time, the decision of the Supreme Court having been rendered about January, 1902. In the meantime, Judge Brown's last opinion and the habeas corpus proceedings in New York having been ended along about April or May, I believe, 1901, I went back to Georgia. In the meantime, the Attorney General had taken up the matter, and I discussed it somewhat with Mr. Griggs, but Mr. Griggs went out of office about that time and Mr. Knox came in as Attorney General. I had made full reports of what we had worked out in New York, Mr. Johnson's special work and my own, in being able to trace in what Capt. Carter had invested his share of the money divided from month to month. By following the proceeds of the money to Greene and Gaynor and a third turned over to Carter and deposited with brokers, and getting at the accounts, I knew in what Carter had originally invested his money, but at that time Carter was in the

penitentiary and he did not have those securities, and a great majority of them were unregistered railroad bonds which pass from hand to hand, and it was a question where they were and how to get at them, and whether or not Capt. Carter had them, because at that time, 1901, it was four years after the last division of the money had been made, and what had become of the money all that time or who had it was the great problem.

The Attorney General called on a number of district attorneys and Assistant Attorney Generals to formulate a plan to get at the money that these men had embezzled and to see if we could get it back to the Government or any part of it in any way. Nearly all of them, or all of them, I believe, rendered opinions, at the request of the Attorney General, except myself, and they took the view that we would have to bring common-law suits and get common-law judgments and after getting the common-law judgments try to reach the assets by bills in equity founded on the judgments in the nature of creditors bills against insolvents. In my letter to the Attorney General I formulated a plan of following the investment of the funds that had been fraudulently diverted, through the principle of trust funds, the equitable doctrine as to following such funds; that is, if you can find in what the money had been invested, you can take that in lieu of the money, and if the new investment is sold the person defrauded has a right either to follow it into the hands of the new purchaser, if he is not a bona fide purchaser for value, or you can take judgment for the amount wrongly converted. You have two or three different options, and the idea was always to follow the funds into the hands of somebody either holding for the original people or taking with notice after tracing it up.

We knew at that time that none of the defendants, so far as we could discover, had anything in his own name, everything had disappeared so far as they were concerned, and if we found anything in the shape of assets we would have to demonstrate—when caught in the hands of other people—that those things were traceable back as investments made from the original diverted trust funds. I pointed out various reasons why it would be better, one of which was if you took judgment against the defendants for the fraud they had committed it would be an election on the part of the Government to stand on the conversion and we would simply have had to rely on the lien of the judgment to reach the assets. For various other reasons Mr. Knox, after considering all the matters, telegraphed me to come to Washington, and stated that my plan was the best, the most feasible, and correct procedure; and since I was the man who had formulated it he wanted me to take charge of it, particularly since all the facts in connection with the development of fraud in the engineering features of the case grew out of the Savannah district and I was in full knowledge of everything which had been done before.

The CHAIRMAN. May I interrupt you there?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. I understand that was about September?

Mr. ERWIN. The latter part of June, 1901.

The CHAIRMAN. The latter part of June, 1901?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. Your first connection with the case had begun in 1899?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. During that period of two years you had first been connected with it as district attorney?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. And afterwards as assistant district attorney in New York?

Mr. ERWIN. Yes, sir; special assistant to the district attorney there for that case.

The CHAIRMAN. What compensation was paid you?

Mr. ERWIN. \$2,500 for the work done at that time.

The CHAIRMAN. As assistant to the district attorney in New York?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. Had you received any additional compensation while connected with it as district attorney in Georgia?

Mr. ERWIN. I got that \$2,500 for the work done out of the district—in New York.

The CHAIRMAN. That represented the total compensation paid you for 1899, 1900, and up to about June, 1901?

Mr. ERWIN. I think that included the argument I made before the Supreme Court.

The CHAIRMAN. All the work you had done?

Mr. ERWIN. Yes, sir; the work out of the district.

The CHAIRMAN. You had received \$2,500?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. Had you been paid anything for expenses?

Mr. ERWIN. My expenses were paid.

The CHAIRMAN. Now, could you approximate the amount of your expenses?

Mr. ERWIN. I could not, no; but vouchers were put in at the time. They always make us furnish vouchers.

The CHAIRMAN. You may proceed.

Mr. ERWIN. At that time, June, 1901, I did not care to undertake the work of finding and recovering the diverted trust funds, because of the fact that it would break up my home life and my home practice, and take me away from Georgia a very large part of the time. In point of fact, my income from all sources for several years prior to that time had been not less than \$16,000 a year on an average. I did not want to undertake that work. Being district attorney, however, I felt a certain kind of moral obligation, since the matter had started in the southern district and I had most of the facts, to give the Government the benefit of my services if they wanted them.

The matter was discussed between Mr. Knox, Mr. Richards, the Solicitor General at that time, and myself. I told them I did not want the position, and there is a letter to that effect on file in the Department of Justice, unless they paid me at least \$15,000 a year. It was finally settled by the Attorney General. He said that he could not give me \$15,000 a year because of the fact that they could not tell whether I would ever find the assets. He did not know whether we would ever find anything or not. The Attorney General decided that he would give me for the work done outside of the district in connection with the work that had to be done outside of the district in the criminal cases and in the civil suits, whatever was required to be done in the cases, a salary of \$5,000 additional to my regular salary in the southern district of Georgia.

The CHAIRMAN. Which was \$3,500?

Mr. ERWIN. Yes, sir; \$5,000; and if I recovered any considerable quantity of assets that he would make me an allowance reasonably proportional to the efforts I had made and the results obtained. I then accepted the appointment as special assistant to the Attorney General to take charge of those particular branches of the cases and I entered on the performance of those duties on July 1, 1901.

Very shortly thereafter; well, immediately thereafter Mr. Johnson and I—we had, of course, secured a large number of facts together by previous work—went to work on certain lines in an effort to trace the securities. For instance, we knew what particular railroad bonds and unregistered bonds Capt. Carter had had four years before, through the brokers' accounts. We knew by examination of the deposit slips on file in the banks at the time he made the deposits that he had held coupons on the same securities up to about the time of his arrest in 1897, and what had become of those securities was the question. Well, we listed different securities, and we went around to all the railroad companies or their financial agents wherever they were, and through personal efforts and talks we got them to open up for us. None of them had kept any list of those who had presented coupons on the bonds. But by talking them into it we got them to have their coupon clerks thereafter to keep a note of anybody who presented coupons of those numbers. We did not want to stop the payment of the coupons because the bonds might have been sold and gone into the hands of innocent purchasers, but if the coupons were paid we could follow the check and see how it came back. It would give us a tracer. We kept watch on that, and we made certain kinds of tracings in that way.

To give one illustration, one of the railroad companies, the Delaware & Hudson Railroad Co., gave me notice that a couple of bonds with the numbers that we had given had been presented for exchange into registered bonds by a broker in New York. Well, I immediately went to see the broker, and he said that he had presented them and that they belonged to an old man in the northern part of the State of New York who was afraid that he would have a fire and lose the bonds, and he had sent them down to the broker to have them registered, and that he, the broker, had previously bought the bonds for the old man from another broker in New York and that his books would show it. We traced the purchase of the bonds around through about 20 different brokers in New York and finally into a bank in New York, and they had gotten them from a bank in Charleston, W. Va. So, taking that tracer, we went to Charleston, W. Va., and we talked the bank officers there into letting us see the books, and we found where \$146,000 of these securities of Capt. Carter had been sold and converted into gold certificates; sold by a lawyer living at Huntington, W. Va., about 50 miles off.

We then got copies of the receipts and went over to Huntington, W. Va.; but in the meantime I had prepared a bill—I knew that Capt. Carter had a brother living in Huntington, W. Va., a dentist there, and I felt morally certain that this lawyer had sold the securities for him and that the lawyer and brother had possession of this converted money—and I went up into the mountains where the judge of that district then was and got a temporary receiver appointed. In the meantime the Huntington lawyer, who held the key to the situation,

had gone to Nebraska to be gone a month. I kept the bill quiet for a month and as soon as he got back I had the receiver try Carter's brother on the surrender of the securities, and I tried the lawyer, and we had it out there, and finally the lawyer owned up that he had turned the money over to Carter's brother. In the meantime we got an intimation that the probable place of deposit was a bank in Huntington, and when we got the lawyer and Carter's brother together the brother owned up, and we went down to the bank with the receiver that night and we got out \$200,000 from the vault, of which \$146,000 represented the securities which we had traced from New York. The balance represented securities of Carter's which we had located before by number and which had not been sold and were in the safety deposit box. That illustrates how we proceeded to find assets.

Just to make a long matter short I will state that through a bill filed in the southern district of New York, we tied up about \$50,000; in New Jersey, about \$60,000; in West Virginia, about \$200,000; in the northern district of Illinois, about \$120,000; and in the southern district of Georgia, about \$50,000. That is just speaking in rough figures, assets which were in various ways tied up belonging to Capt. Oberlin M. Carter. I am speaking simply of Carter's share of the division by thirds, not what we got from Greene and Gaynor, but just Carter's share. As to the bill filed in the southern district of Illinois we did not get any assets in that district. The principal part of the assets was tied up along in the fall of 1901, though we got some of the assets later on by pressing proceedings in various collateral issues in the suits.

Taking up again the subject of the criminal proceedings, in January, 1902, the Supreme Court rendered its decision affirming the ruling of the circuit court, denying habeas corpus in New York. The court allowed Greene and Gaynor to enter appeal bonds of \$40,000 each to appear in Georgia, and they gave bond to appear at the February term, 1902.

I then got ready for the trial in Savannah before the court and jury on the indictment.

The CHAIRMAN. That was in the performance of your duty as the United States district attorney?

Mr. ERWIN. Well, in a sense the readiness for the trial had to depend upon work done in New York, in going through the banks and getting out the bank books, and working out the details to bring down there in order to show that division of money, and other things of that sort. The biggest part of the work of preparation had to be done outside of the district, but the trial in Georgia was to be had under my duties as district attorney.

The CHAIRMAN. And most of the work preparatory to that trial in Georgia had been done prior to June, 1901?

Mr. ERWIN. Well, you might say a large part of it had been done. The indictment had been found in Georgia.

The CHAIRMAN. And you had prosecuted your investigations in New York, West Virginia, Illinois, and all around, getting the testimony that was necessary in order to secure a conviction in the trial in Georgia prior to June, 1901, for which you had been paid \$2,500 and expenses?

Mr. ERWIN. No, sir; I told you it was after my appointment, in June, 1901, that this proceeding in Illinois and other places, tracing

up these assets, was taken. That was done after my appointment as Special Assistant Attorney General.

The CHAIRMAN. I believe they were to go to trial in February, 1902?

Mr. ERWIN. They were to go to trial after the Supreme Court affirmed the ruling of the courts in New York sustaining the removal proceedings, but the sustaining of the proceedings by the courts in New York had been done prior to my work in following these assets up; that is, prior to June, 1901.

In December, 1901, I stopped my work in the civil proceedings to come to Washington, at the request of the Attorney General, to make the argument before the Supreme Court. I had already prepared the brief on the appeal. This argument is usually made by the Attorney General himself, but he requested me to make it, and I did so, because that involved a great many facts and details with which I was more familiar than anybody else. In February, 1902, we went down to Savannah to the trial. The defendants demurred to the indictment, and the court sustained the demurrer to two counts in the indictment, but held the others good, and set the case for trial before the jury some week or 10 days subsequent to that ruling, the defendants being under bond at that time. In the meantime our grand jury met in Savannah before that time, and I had new indictments found supplying or remedying whatever defects the court had ruled existed in the other indictments. When the case was called for trial the defendants were not present, the bonds were forfeited, and in a day or two the news came that they had taken refuge on the heights of Quebec, Canada, and that they were fugitives from justice and would not stand trial. Very shortly after they had fled—it was along about March, 1902, that they fled—Mr. Knox, the Attorney General, telegraphed me to come to Washington. When I got here—of course, it was then generally known from the newspaper reports and otherwise that the defendants had taken refuge at Quebec, Canada—Mr. Knox asked me whether or not the offenses for which the defendants had been indicted in Georgia were extraditable crimes, and whether we could get them back from Canada.

I told him that I had not examined into the extradition laws at all, and he said, "Now, you take your time and work it out, and satisfy yourself on that point, and, when you have satisfied yourself on that point, report to me on the subject." Well, I took several days working on that subject. I took up the treaties and all the decisions I could find bearing on them—that is, the treaties with England and with other countries and the Canada extradition laws, and more particularly in reference to the character of offenses that these defendants had committed. After a study of these things, I told Mr. Knox that I was of the opinion that they were extraditable under one clause of the treaty with England, and that was for participation in the fraud of an agent, Capt. Carter being an agent of the Government, and Greene and Gaynor having participated with him in the frauds that were committed. Mr. Knox then told me that if that was my opinion, I was the man to go after them. He wanted me to go. I told him that I had better go up there first and look over the ground and see what the situation was. I thought it better to go up there quietly and then determine just how to proceed.

Mr. Knox authorized that also—authorized me to employ, for compensation to be fixed by him, counsel in Canada to assist in the representation of the Government up there. I then went to Canada and looked over the ground. I found that they had employed at Quebec the law firm of the minister of justice for the Dominion of Canada, and that they had also employed the firm of the prime minister of the Province of Quebec, the attorney general for the Province, and the son and brother-in-law of the extradition commissioner at Quebec, as well as the member of Parliament from Quebec. There was an old judge residing there who had decided the Eno case; Eno was a bank defaulter from New York; he had decided that case on a technicality and turned Eno loose.

I found that some of these official lawyers employed by Greene and Gaynor had come out in interviews in which they had made the plain statement that they had examined into the facts, and that we could not get the fugitives under the extradition treaty and laws of Canada. I came to the conclusion that the cards were stacked on us at Quebec, and that we ought to have a new table to play on, so to speak. I therefore determined that the best plan was to see if I could not get the defendants arrested and the issue tried elsewhere. I conferred with Mr. McMaster, of the firm of McMaster & Hickson, of Montreal, Canada, and we went over the whole matter from the beginning to the end. I studied the Canadian statutes thoroughly, and we came to the conclusion that there was no question but that we could have a warrant taken out at Montreal, under the extradition laws, have the defendants arrested at Quebec, and that then it would be proper to have the prisoners returned to Montreal and the hearing before the commissioner at Montreal. But, under that Eno decision, if a writ of habeas corpus was issued and served on the arresting officer at Quebec, they could force the hearing on the merits at Quebec, just where we did not want it. We examined the habeas corpus laws of Canada, and found that they could not issue a writ of habeas corpus that would run from Quebec to Montreal. So the question was whether we could not make the arrest at Quebec on the Montreal warrant and get them out of Quebec, and have the matter returned to the commissioner at Montreal before a writ of habeas corpus could be issued for them. After consideration, we determined to pursue that course. I came back to the United States, and after finding that I could use a large part of the testimony taken before the commissioner in New York in Canada, and as we would have to use a number of different copies at the various stages of the proceeding, I had that testimony printed in New York, and finally got certified copies there.

These were properly certified by the State Department, and, armed with the proper authority, I gave them the slip in New York, because I had been watched there by detectives to see what I was doing. I went to Canada and took a warrant the day I got there before the extradition commissioner at Montreal. I put the warrant in the hands of four Canadian constables, and Mr. McMaster and I took a train and went up to Point Levis, across the river from Quebec. In the meantime we had employed the fastest tugboat that could be had on the St. Lawrence River, plying between Montreal and Quebec, called the *Spray*, and had it tied up there at the wharf at Quebec. We had in the meantime sent two secret-service men to watch Greene

and Gaynor at Quebec, in order that they could tell us what their habits were. We learned that Greene customarily would go to the post office about 10 o'clock in the morning and that Gaynor would wait at the hotel until he got back. Well, we decided that it would be better to take them out in broad daylight and by boat. Of course, if we had carried them by train, the minister of justice could by official order have ordered the train stopped, and as attorney for defendants, on habeas corpus, could get them. So we had our four Canadian constables, or, rather, two of them, to go to the post office and the secret-service men pointed out Mr. Greene to them. They took Mr. Greene and put him in a cab and he was carried to the boat, and, at a signal given the other two Canadian constables, Gaynor was also taken and they got him down to the boat, so that both of them reached the boat within a few minutes of each other. Thus we started them up to Montreal, under regular warrants for arrest issued by the commissioner at Montreal. Mr. McMaster and I then went up to the Chateau Frontenac Hotel, where we stopped, and found a great commotion there on account of the arrests. We announced the arrest, and, in the meantime, defendants' lawyers had come down there, and we offered to give them copies of the proceedings and told them that the hearing would be had in Montreal the next day before the commissioner in Montreal. They refused to receive copies of the papers and notified us that they had started a fast tugboat to overhaul our boat, and that they would bring our men back and that the hearing would be in Quebec. In the meantime, after about an hour and a half, we took the regular train out of Quebec for Montreal.

Our boat had been gone then some hour and a half or two hours, and they had started a special train under the charge of the high sheriff of Quebec with a posse of 50 men. They were being sent by a special train up to Three Rivers, about half way to Montreal and at the limit of the Quebec habeas corpus jurisdiction, in order to head our party off at that point. In the meantime, they were also pursuing our party from the rear. Mr. McMaster and I took the Canadian Pacific regular train, and after running about a couple of hours up the river, we saw our boat running up the St. Lawrence River. Our boat was coming at a good rate of speed, with the smoke boiling out of the stack, and the other boat was not in sight. We felt pretty sure that we would get them through all right. Well, we got to Montreal that evening at half past 5 o'clock, and along about 6 o'clock we got in telephone communication with stations along the road, and got the news that the high sheriff of Quebec was at Three Rivers, and that about 3,000 people were lined up along the river banks to see a naval fight. We knew that there would be no naval fight, because we had given special instructions to our party to bring the men and do nothing else, and not stop for anything. Well, they tried to stop our party, but, sufficient to say, our boat ran through and rounded up the prisoners at Montreal at 4 o'clock next morning, and we returned them before the commissioner at Montreal, and I identified them. The prisoners asked for time, and the commissioner gave them three or four days to get their counsel before we proceeded. In the meantime, for a little while, the prisoners were kept in custody at the hotel and then the commissioner put them in jail at Montreal. While they were at the hotel they were in the custody of Canadian constables, and then they were put in

jail. The jailor was appointed by the minister of justice, and was under his control. The minister of justice, or his firm, having appeared as counsel for the other side, we were at a disadvantage, and, as a matter of fact, they served a writ of habeas corpus on the jailor at Montreal at night. They had a special train all ready and slipped them out and carried them back to Quebec. That writ of habeas corpus was not worth the paper it was written on, from a legal standpoint, but it had the effect, nevertheless, of getting them back to Quebec. Well, we went back to Quebec and contested the habeas corpus proceeding.

The judge, after hearing the case, decided that the proceedings by which the defendants were brought from Montreal back to Quebec were illegal, and that all our proceedings had been absolutely regular. The sheriff was directed to carry the prisoners back to Montreal to be brought before the commissioner at Montreal. After the hearing before this first judge at Quebec, who was Mr. Justice Andrews, and after he had rendered his decision, the prisoners took out a second writ of habeas corpus before Judge Caron, the same judge that had turned Eno loose up there. A hearing took place before this judge, who was quite an old gentleman, and I suppose for five months or so he had it under consideration, but finally he decided to turn the prisoners loose. He decided that we had no extraditable charges against them, and the prisoners were once more free in Quebec. Well, after he turned them loose they went back to the Chateau Frontenac Hotel in Quebec, and lived highly there. After that decision, Mr. McMaster and I studied over the question of our remedies, if we had any. There was no remedy by appeal to the supreme court of Canada, but, after a careful study of the statutes, Mr. McMaster and I both came to the conclusion that we had an appeal to the British privy council in England, which you might call the supreme court for the Colonies. So we prepared the papers for taking an appeal to the British privy council. I will state here that that kind of appeal is very much in the situation of an application for certiorari in ordinary cases to the Supreme Court of the United States. You do not get it as a matter of right, but by reason of the importance of the questions involved, and because of what you might call the grace and discretion of the court. In the meantime I came back to the United States and reported the proceedings to Mr. Knox.

However, prior to that time even, I made a report to Mr. Knox which was given to the press, in which I set out the facts relative to the part taken by the minister of justice of Canada and the other officials there against the extradition of these men. I particularly called attention to the fact that under the Canadian extradition laws, even after we won out before the court, before we could get the prisoners, the minister of justice had certain judicial functions to perform in the case, and had to pass on certain things before we could get the prisoners. I also called attention to the fact that under no kind of government I was acquainted with—certainly not according to the common law or any law applicable in civilized nations—could a man act as counsel for one side, and then be the final judge as to whether the fruits of the victory should go to the victor. That report created a tremendous stir in Canada and for about a week or two they jumped on me for this attack on the Canadian officials. After that

time, the Canadian newspapers began to make it hot for the minister of justice, and the result of it was that he kept his hands off of the case for the balance of the time. After I got back and reported to Mr. Knox on the decision up there and the question of an appeal, Mr. Knox sent Mr. McMaster over to make application to the British privy council for the appeal.

The CHAIRMAN. About what time was it that you got back to the United States and made your report to Mr. Knox?

Mr. ERWIN. That was along in the fall of 1902. Then Mr. McMaster was sent over to England to take that appeal. He and I had prepared the papers necessary in making the application, and he was authorized to employ Sir Edward Clark, or some other eminent English counsel to assist in the matter in England. Mr. McMaster went over to England, and after being over there for some time, he came back. He had done nothing, and I was telegraphed by Mr. Knox to meet Mr. McMaster in Washington. I had been in Georgia, in the meantime, to attend to my duties there. I met Mr. McMaster in Washington and he then reported to me the situation. He said that Sir Edward Clark had decided we did not have an appeal. After having the opinion of such eminent English counsel, he hesitated to act. I told him, however, that I thought Sir Edward was wrong, and that I thought, after studying over the matter thoroughly, that Mr. Knox would think so, too. At any rate, Mr. McMaster and I went to see Mr. Hoyt, Assistant Attorney General, and Mr. Hoyt agreed with my view of the matter. Mr. Knox, after he had had our views on the matter, stated that we were right. He said he thought that we had an appeal, and that if we did not, he would like to know it; that if we had no appeal, he wanted to have the treaty amended so that we would not be shut off by having one judge to rule against us that way. His opinion was that if we did have an appeal we ought to take it, and that we should not take the opinion of one judge anyhow. So he sent Mr. McMaster back, and after he reached England, Sir Edward Clark agreed to assist in the case. The application was argued and allowed, and after about two and a half years, because it was pending some time before we got it finally disposed of, the British Privy Council decided the case, upholding our contention; that is, that the arrest and return of the prisoners before the commissioner in Montreal was legal and regular and that, having done that, no other court in Canada had the right to turn them loose before a hearing on the merits before the Montreal commissioner. They were ordered back to Montreal, for the case to proceed there. Well, that decision was not rendered until 1905, and, in the meantime, during the time that these appeals were pending, I was at work on these other branches of the case. I want to say, also, in regard to the extradition from Canada, that you do not extradite a man on a certified copy of the indictment and evidence of identity, but you have to make out the case by evidence, and your indictment is not even admissible. It is like a preliminary hearing at common law, where a man has not been under indictment.

Consequently, in all of these proceedings I had to be ready and prepared to take to Canada all the papers and documents and everything necessary to make out the case before the commissioner whenever it was to be tried. Mr. Johnson had the custody of these papers, and was also an expert witness on the accounts. He had to be with

me all that time on these extradition proceedings in Canada. As I said, during the interim, we were here in the United States taking up these civil proceedings, and trying to reach other assets. Along in 1903, for instance, I filed a bill in the western district of Virginia.

The CHAIRMAN. For your services in connection with the extradition proceedings, what were you paid by the Government?

Mr. ERWIN. That service was considered in that allowance of \$5,000 per annum for work done outside of the district.

The CHAIRMAN. Was there any extra compensation for that?

Mr. ERWIN. No, sir; it was considered in that allowance. In 1903, Mr. Johnson had traced some Norfolk & Western Railroad bonds, of the value of \$40,000, and worth now with accumulations about \$60,000, standing in the name of L. L. Kellogg, as belonging to Benjamin D. Green as a part of the fraudulent profits of these contracts. It represented a reinvestment made with some of the profits arising from the fraudulent contracts. That was tied up by a bill filed in the western district of Virginia, and that suit was started. We were also engaged in getting evidence and taking evidence in the various branches of these Carter suits, which I have already spoken of. We had suits pending in five different districts, and we entered into a stipulation that the main issue should be tried in the Chicago case, and that the result and finding in that case as to the fraud should be conclusive on the other districts. Capt. Carter had been in the penitentiary until about the latter part of 1903; he served his term, and had gotten out at that time. We had taken practically all of our testimony on direct, and during 1904, I think the first part of that year, Capt. Carter came to Chicago, and with his lawyer proceeded to make an examination of our proofs and documents. We had at that time 15 or 16 chests of papers bearing on this case. We have 26 chests of them now. Anyway, we had an immense number of papers, and there were many of them original documents of great importance as affecting Carter's guilt.

Judge Kohlsaat ordered that these papers be opened to the inspection of Capt. Carter's counsel. These papers had been in Mr. Johnson's custody from the time the court-martial was through with them, and all the original documents were put in his custody; so he had to stay there in Chicago for several months in charge of these papers, and hold them every day subject to the inspection of Capt. Carter's counsel. At the same time he did work on other things, making analyses of accounts, etc. Well, along in March, 1905, we got a decision from the British privy council reversing the judge at Quebec, and then I went over and had a conference with Mr. McMaster in order that we might plan the procedure by which to get the prisoners back before the Montreal judges. We took out the proper papers, and had the men arrested in Quebec, and this time, having the decision of the privy council behind us, we took them to Montreal for a hearing before the commissioner at Montreal for regular extradition. These proceedings lasted for some little time. There were numerous side issues; among them a writ of prohibition was taken out before the court of king's bench to stop the commissioner from hearing the matter. They went to the supreme court of Canada on that and were knocked out on that proposition. The commissioner finally, after all the evidence was in, held that we had made out a case for extradition, and committed them to jail for extradition. They then took out a

writ of habeas corpus, returnable to the judge of the king's bench in Montreal, and we fought that out there for some time. I will state in regard to all of these Canadian proceedings, that every pleading in Canada was prepared by me in cooperation with Mr. McMaster, but mainly by myself. Of course I relied upon Mr. McMaster as to a great many Canadian forms, but, in the main, the case was prepared by me. Finally, we won out in October, 1905, and carried our prisoners down to Savannah.

The United States marshal went up there and got them, and they were brought back to Georgia in the latter part of the year 1905. In the latter part of 1905, I put in my rebuttal testimony in the main civil case that was being tried in Chicago. I mean by this the suits against Capt. Carter, and after this was done I immediately went to New York, where Mr. Johnson and I worked on the banks there; settled on the proper officers to testify, taking out all the books that had to be carried down to Savannah, and arranging to have all the witnesses necessary for the trial there. That trial was had at Savannah beginning January 9, 1906, and lasted for three months and nine days. It was the longest continuous jury trial, I am informed, that was ever held in the world. It was necessarily so, because of the voluminous character of the evidence, which involved fraud in the numerous contracts, extending over about five years, and involving the tracing of money through numerous bank accounts. The evidence involved such question as hydraulic engineering, and it involved such other matters of fact as to necessarily require a long time in their presentation. We carried on subpoena at least two carloads of books from New York—that is, from the banks in New York—that we had to introduce in evidence in that case to show the division of money between the contractors.

The CHAIRMAN. We will ask you to suspend at this point, Mr. Erwin. There is a session of the House to-day, but we will be glad for you to resume your statement at 2.30 o'clock this afternoon.

(Thereupon, at 12 o'clock noon the committee took a recess until 2.30 o'clock this afternoon.)

AFTER RECESS.

The committee resumed its hearing at 2.30 o'clock p. m., Hon. Jack Beall (chairman) presiding.

TESTIMONY OF MR. MARION ERWIN—Continued.

The CHAIRMAN. Mr. Erwin, you may proceed.

Mr. ERWIN. At the time of the recess I had just stated the fact of the conviction of the defendants, Green and Gaynor, by a jury in Savannah, on April 18, 1906. The defendants were sentenced to terms of imprisonment of four years in the Atlanta penitentiary, and each was fined the sum of about \$585,000.

The CHAIRMAN. How many counts were in that indictment under which they were convicted?

Mr. ERWIN. There were a great number of different counts.

The CHAIRMAN. Under how many of them were they convicted?

Mr. ERWIN. They were convicted on every count.

The CHAIRMAN. What penalty was attached to a conviction under each count?

Mr. ERWIN. The court, in the sentence, joined all the counts which might be considered to cover the same facts and imposed a single sentence as though they were practically one count. In that way all the counts were treated as one count, and the sentences ran concurrently.

The CHAIRMAN. For what length of time, under that verdict of the jury, could these men have been sentenced?

Mr. ERWIN. Well, they might have been sentenced probably for a term running up to 10 or 12 years. The court took into consideration the fact that the defendants had been in jail in Canada from March, 1905, and they were sentenced in 1906. It was also provided in the sentence that the term should not commence to run until the defendants entered upon their terms of service in the penitentiary. The defendants appealed the case, and it went through all the courts; that is, the Circuit Court of Appeals and finally the Supreme Court of the United States. The sentences were not put into execution until January, 1908, and during all that time the defendants were being kept in safe custody in jail, and they never got any credit for all that time; that is, for about three years of the time that they were in jail. They did not get any credit for that on their sentence.

The CHAIRMAN. What was the period for which they were sentenced?

Mr. ERWIN. Four years was the period. The fines represented very largely the amount of the funds embezzled, as charged in the particular indictment under which they were convicted. That did not represent, however, the entire embezzled funds which these parties were guilty of embezzling along with Capt. Carter, but covered only the embezzlements in the latter stages of the conspiracy, the statute of limitations having run on the first crimes committed prior to the time of the indictment.

The CHAIRMAN. How long did Capt. Carter serve in the penitentiary?

Mr. ERWIN. Capt. Carter was sentenced for five years, and Greene and Gaynor for four years.

The CHAIRMAN. Capt. Carter was tried and convicted by a court-martial?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. How long did Capt. Carter actually serve? Did he get any time off?

Mr. ERWIN. Yes, sir; but in each case there was the usual commutation amounting to three months in each year for good behavior. I will say, however, that there was a little difference in Capt. Carter's favor in this, that after the President affirmed the court-martial proceedings, and ordered Carter sent to the penitentiary at Fort Leavenworth, Kans., to serve his sentence, Capt. Carter was arrested and kept at Governor's Island, N. Y., where he was temporarily detained for the purpose of sending him to the penitentiary. While there, he took out habeas corpus proceedings before the United States court in New York, and these proceedings went to the Supreme Court of the United States. His conviction was finally affirmed by the Supreme Court, and upon the affirmation of that conviction, Carter then

went to the penitentiary, but he had served about six months of his penitentiary sentence by being in custody at Governor's Island under arrest. They credited that time on his five years, when they finally came to the time of his release, it being provided under the military laws that the sentence is considered as entered upon from the time the custody commences by arrest for the purpose of carrying it out. So, Capt. Carter really did not serve the full term in the penitentiary, because he got credit for the time he was under arrest at Governor's Island, while Greene and Gaynor did not get credit for any time prior to actual commitment to the penitentiary.

The CHAIRMAN. When did you finally get Greene and Gaynor in the penitentiary?

Mr. ERWIN. They were finally put in the penitentiary in January, 1908. I will now go back to 1906. After the prisoners were convicted and sentenced in the United States District Court at Savannah, Ga., in April, 1906, they proceeded to take out a writ of error to the Circuit Court of Appeals at New Orleans. Time was given them to make up the record, and they did make up a record, but it was not perfected until the latter part of June, 1906. Mr. Johnson and I were both working with them over that record, by direction of the court, so that whatever was presented to the judge would be an agreed and correct record. We got rid of that in the latter part of June, 1906, and Mr. Johnson and I immediately went out to Chicago to take up the trial of the criminal case at that place, which, also, involved the final result in six other districts, in civil suits pending against Capt. Carter. We had already taken all the evidence, and then it was necessary to prepare briefs for the final argument before Judge Kohlsaat. I think right there, I will tell about another proceeding that we entered into about that time. We had been, during all this time, while conducting these other proceedings, making efforts in various ways, not necessary here to go into, to try to trace the assets that constituted the investments or reinvestments of the fraudulent profits of these contracts which had gone to Green and Gaynor. We knew that there were many other things concealed somewhere. We knew that there were certain United States bonds that constituted some of Gaynor's investments, and we had given notice to the Treasury Department in Washington and the subtreasuries to be on the lookout for anybody presenting the coupons or the bonds themselves. These bonds had become due, and were a year or two overdue, and had not been sent in. These bonds had fallen due in February, 1904, and called in, but they had not been presented by anybody, and the coupons for several years had not been presented. We had every reason to believe that they were being held for Gaynor in some way. Well, we got one little tracer on a coupon presented at the Subtreasury in New York, that is, a single little \$25 coupon from one of the bonds, and we traced that down to a bank out in the Bronx, in New York, and finally found some cigar man there who got it from some other man.

The next thing we found was where about \$100 of these overdue coupons had been presented to the subtreasury in Chicago, and we traced these over to a bank on the west side of Chicago, but we could not go any further on that, because the bank could not tell us how they got hold of it, but they thought it came from a safety deposit box. We gave a list of these securities to that bank, and

asked them if these parties came in again with similar coupons to notify us. Well, along about Christmas, I think it was, of 1905, we got a notice from that bank to come over. We went over there to see the banker, and found that a customer of this bank who kept a dance hall and bar in Chicago had dropped dead, and his brother and wife had gone over there to look through his safety deposit box to see if he left a will. They had opened it, and there were about \$1,500 of these overdue coupons from these very bonds in that box, with an amount of money just exactly equal to the collections made at the subtreasury the year before. We made close inquiry, but none of them, on our inquiry, were able to give an account of where these coupons came from. We gave instructions to the subtreasury not to pay these coupons, and were trying to get at the bonds, but through some mistake they let them go through. Shortly after that time, about July, 1906, the bonds themselves, that is, the overdue bonds, were presented by the Henry Clews Co., of New York, to the Treasury here for redemption for \$25,000. As soon as they were presented here I was notified, and I got the Treasury to ask Clews & Co. whether they owned the bonds, or from whom they got them, or whom they represented in presenting them. They claimed that they bought the bonds from Mr. Bangs, who is a brother-in-law of Gaynor. So I filed a bill in the District of Columbia and tied up these securities, claiming them as belonging to John F. Gaynor, and charged that the Clews Co. took them after maturity and with notice, and that they were really Gaynor's bonds. We finally fought that out, and it is sufficient here to say that I won out in the suit in the District of Columbia and recovered these bonds as the property of Gaynor, and they were turned in at the Treasury. Now, coming back to 1906, after going out to Chicago about April, 1906, I prepared the brief of the evidence and the brief for the trial of the case in the circuit court there, with the aid of Mr. Johnson on the accounts and documents, and that case was argued before Judge Kohlsaat in September, 1906. The brief was a very voluminous one. It was necessarily voluminous, because of the number and importance of the questions which entered into the case and the fight that was made for the defense. This is the brief. [Exhibiting it to the committee.] After the argument of the case, which extended into October, 1906, Judge Kohlsaat reserved his opinion and, in point of fact, he kept his opinion reserved for a year and a half before he rendered it. After that time we went to work on the preparation of the briefs on the appeal of Greene and Gaynor from their conviction to the circuit court of appeals, at New Orleans.

The CHAIRMAN. How much money was involved in that Chicago suit, and what was the character of the property?

Mr. ERWIN. Well, there was quite a large amount of assets in these six suits, concerning which it had been stipulated that the result of the trial of the Chicago suit on the question of fraud on the part of Capt. Carter and the tracing of the trust funds into the assets, and as I say, it was stipulated that the cases in these six districts—that is, the southern district of New York, the district of New Jersey, the southern district of Georgia, the southern district of West Virginia, and the southern and northern districts of Illinois—should be determined by the result in the Chicago suit, and that the judgment of that court should be made the final judgment of the other courts

in the other five districts; that is, the judgment of the Chicago circuit court, unless reversed by the appropriate appellate courts, should determine the same issues in all the districts. There was about \$500,000 involved.

The CHAIRMAN. In all of these suits?

Mr. ERWIN. Yes, sir; including the assets that we had tied up under the various orders I have outlined and given you in detail.

The CHAIRMAN. What was the decision of Judge Kohlsaat?

Mr. ERWIN. Judge Kohlsaat's opinion was to a certain extent very unsatisfactory to the Government, and yet, in other respects, it was very satisfactory to us. Judge Kohlsaat held that the Government was entitled to recover all the profits of these fraudulent contracts in the hands of Greene and Gaynor or Carter or that they had from the frauds committed by the contractors, and that as a matter of law he held Carter had knowledge of it, but he did not hold as a matter of fact that Capt. Carter was guilty of participation in the frauds. He held it as a matter of law, but not as a matter of fact. It was a rather peculiar opinion. In addition to that, Judge Kohlsaat held that, of the \$500,000 of assets we had corralled in the hands of receivers in all the districts, all except about \$40,000 or \$50,000 of these assets had been traced by proof right from the proceeds of the contracts into these assets being held for Capt. Carter—as I say, he held that, as to all but about \$40,000 or \$50,000 of these assets, the proof had been sufficient to trace them as coming from that source and therefore, as we found this \$40,000 or \$50,000 in the hands of Carter's agent, they belonged to Carter and that Carter was entitled to take that part of the assets free from any charges of the litigation. He also allowed the counsel for Capt. Carter fees aggregating \$70,000 for the defense of Capt. Carter's rights in the case. I should state in regard to that, in order to explain how he possibly made the allowance in this way, that after I had tied up the assets in all the other districts except the Chicago district, the defendants there who were the principal defendants to whom the assets were traced were Capt. Carter's uncle and brother.

They denied that they had these assets, and when a receiver was appointed to take charge, they refused to turn them over. I then brought proceedings against them for contempt for violating the order of the court directing them to turn these assets over to the receiver. The hearing on that matter was postponed for some time; we could not get a hearing before the judge, and the thing held on for a month, and we were afraid they would dispose of these assets by putting them out of our reach or where we could not get at them; most of them consisted of unregistered railroad bonds, title to which may be passed by simple delivery. Now, in the meantime, in order to get better proof than I had and make certain tracings, it was necessary to see certain accounts in banks in Chicago, some of them being kept in the name of a man who had been Capt. Carter's attorney, and who, we had ascertained, had acted as Carter's agent in Chicago selling off securities and converting them into money. When I demanded the accounts from the bank, they would not let me see them, and I got a subpoena issued on that hearing for contempt, and tried to get to see the books then. They refused, and we had a fight before the court on the exception of the bank. After an argument there, I finally got them, but in the meantime, I had gone back to New York,

having got hold of information indicating that there was a man in New York who had acted as Capt. Carter's agent, and had about \$400,000 of assets of Carter's in New York. I had reason to believe this, but I did not then have the proof. I filed an amended bill in New York forcing him to turn over to me a receipt from Carter's two brothers for \$400,000 of these assets. One of those brothers resided in Chicago, the other in West Virginia.

When I got the receipt I found that I already had half of the assets described in it tied up in West Virginia. On that hearing, to get at the bank books in Chicago, I exhibited that receipt I got from the New York man, and then Carter's brother and uncle in Chicago realized that I had proof tracing these bonds and assets to them. They finally proposed that they would surrender all the assets that they had in their possession at the time my bill was filed in Chicago; that they would surrender all the assets they then had, provided it would be stipulated that the court would make Capt. Carter a reasonable allowance for his defense. I submitted that proposition to the Attorney General, and with his approval I stipulated with the defendants that if they would turn over to the receiver all the assets from the trust funds that the court could make Capt. Carter's counsel a reasonable allowance out of that fund to be turned over for Carter's defense of his claim to the fund, and the brother and uncle were to file disclaimers disclaiming any interest whatever in the assets, leaving the fight between Capt. Carter and the Government. They turned over about \$91,000 at that time of assets in Chicago, and claimed that was all they had. We knew they had more, and I finally took an order referring the matter to a master, and we fought that out before the master. We showed that they had more.

They set up salary claims against Capt. Carter and offset these claims against what they held back. They claimed something like \$25,000 for salaries alleged to have been due them by Capt. Carter for looking after his business. The master allowed these salaries, and we took exceptions to the court. That was argued in January, 1904, before Judge Kohlsaat, and he finally made them turn over certain bonds—that is, \$23,000 worth of bonds—that they had kept back. Still, he refused to make them turn over the money that they had not accounted, and reserved that for consideration until the final hearing in the case. We proceeded, of course, to final decree, which Judge Kohlsaat rendered in April, 1908, as before stated, and, as I say, after the argument in the fall of 1906 he held his opinion up until April, 1908, but he then rendered his final decree, and in that final decree he allowed Capt. Carter's counsel as a reasonable allowance altogether the sum of \$70,000.

Mr. HUBBARD. Did that include the \$50,000 that was held, as you say, to belong to Capt. Carter?

Mr. ERWIN. No, sir; he allowed him that besides.

Mr. HUBBARD. He allowed the \$50,000 and then allowed counsel fees in addition?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. What was the final decision of the judge in regard to this \$25,000 claimed by the two defendants as salaries due them by Capt. Carter?

Mr. ERWIN. Judge Kohlsaat refused to give judgment against the uncle and brother for the amounts they had retained out of the

trust funds traced into their hands, against which they had set off these salary claims. He also refused to give judgment for a considerable amount of money that we claimed Capt. Carter had spent himself of this trust fund.

The CHAIRMAN. So that in all the judge really deducted from this fund the allowance to counsel of \$70,000, also \$50,000 which he held you had not established as against Carter, and \$25,000 claimed as salary?

Mr. ERWIN. Yes, sir; except that that \$25,000 was not actually taken out of this corralled fund, because we had not laid hands on that \$25,000.

The CHAIRMAN. But it came from the trust fund?

Mr. ERWIN. Yes, sir.

The CHAIRMAN. They admitted they had that in their fund?

Mr. ERWIN. Yes, sir. Well, the Government then appealed to the circuit court of appeals, and Carter made a cross appeal, and that case went up to the circuit court of appeals. There was an immense record in that case, and it finally went to the Supreme Court of the United States, and they tell me it is the largest record that ever went up in that court, including the Myra Clark Gaines case, which was a big record. Mr. Johnson and I worked on that record getting it in shape. It would have taken a year to prepare it if we had let the clerk conduct it in the ordinary way, but we worked on it and took it up to the court, and it was argued there.

Mr. HUBBARD. Pardon me, just there. Instead of having it prepared by the clerk and in the clerk's office you made the preparation of it?

Mr. ERWIN. We made the preparation of the record for the court of appeals. Of course we had a very large number of those things printed in various shapes and a large number blue printed—of the bank accounts and things like that. When Mr. Johnson would take those bank accounts off we would blue print them for whatever cases we wanted to use them for, and we had things of that sort, and, by using the material we had, we got the record up very quickly, comparatively speaking, for the court of appeals, and that case was argued by me in the circuit court of appeals for the Government along in November; I believe it was 1908.

The court of appeals reserved its opinion for several months and finally rendered its opinion in March, 1909, and the circuit court of appeals, in reviewing the case, held that we had absolutely traced all the assets that we had tied up by the proofs, and that the Government was entitled to all of it in that respect. I mean as being traced from the trust funds.

It also knocked out a claim for salaries set up by the brother and uncle against the funds which they had had in their hands, and gave us deficiency judgments against them; that is, judgments for what they had not accounted for—against the brother and uncle.

It also gave us a deficiency judgment for \$70,000 against Capt. Carter for assets made away with by him. We could have made the deficiency judgment against Capt. Carter considerably more if we had insisted on it, but we did not insist on certain things, but reserved the right to follow those assets if they were converted. That which we did ask a money judgment for would represent what we knew Capt. Carter had spent—wasted—and not what he had rein-

vested in something else; because if we had reserved the right to follow those things we could not get a deficiency judgment for it; but we got a deficiency against Capt. Carter of \$70,000, after awarding us all the assets corralled and tied up.

The circuit court of appeals approved the allowances for Capt. Carter's counsel, aggregating \$70,000, made by the court below from the fund. Carter's chief counsel in the civil suits testified that it had taken the whole of his time for six years in preparing and defending the civil suits to final decree in the circuit court. That is, had taken him every day for the whole six years, devoting his whole time to that case, which he finally lost and which I won. During that time, of course, I had evidence to show that. I had conducted all these proceedings for the removal of Greene and Gaynor from New York. All the other civil suits in the other districts against Greene and Gaynor and Carter, and the extradition proceedings and criminal trial in Georgia—all the appealed cases—I had argued myself. Nevertheless, the court of appeals sustained as reasonable those allowances of \$70,000 to Capt. Carter's counsel in the civil case alone.

Capt. Carter gave notice of an appeal again to the Supreme Court of the United States on the merits of the issues decided against him, and the Government then appealed the allowance of the fees to Capt. Carter's counsel, and the case went up on the appeal of the Government on the allowance of Capt. Carter's fees, and on Capt. Carter's appeal for not deciding the whole case in his favor, to the Supreme Court of the United States. In January, 1910, the appeal was argued before the Supreme Court by myself, for the Government. The Atbody else, who did not know all the crooks and turns of it and was so voluminous, and I had been so much in touch with the law and the facts in the case, that they did not think it would be safe to let anybody else, who did not know all the crooks and turns of it, and was not master of the facts, argue it; so that at the direction of the Attorney General I made the argument before the Supreme Court. Senator Foraker was the principal counsel on the other side.

The Supreme Court sustained the holding of the circuit court of appeals, reversing Judge Kohlsaat in all particulars in which he had decided against the Government, and sustaining the court of appeals decision, still making the allowances, however, to Capt. Carter's counsel out of the funds in the case.

The mandate of the Supreme Court went down in June, 1910—the 4th of June, I believe it was, or the 6th of June, 1910. A day or two afterwards I moved a decree on mandate in Chicago. After notice to the other side, I took the final decree in the case, directing the payment of these fees that had been allowed to Capt. Carter's counsel out of the funds there in Chicago, and that the balance of the assets be turned over to the United States free from the claims of Capt. Carter and counsel, and so forth. I had the receiver immediately pay off the claims which the court had directed to be paid, and on the day afterwards, or within a day or two afterwards, they came back with petitions from Capt. Carter's counsel to Judge Kohlsaat to be allowed fees for representing Capt. Carter on the appeal in the court of appeals and in the Supreme Court as an addition to that which they had been paid under the decree or mandate.

I demurred to the petition on various grounds, among others that the final decree on the mandate had disposed of the whole case.

Judge Kohlsaat, after argument, overruled that demurrer and required an answer, and I filed an answer for the United States, and Judge Kohlsaat then enjoined the execution of the decree in Chicago, holding up all the assets in Chicago, and also holding up all the assets in West Virginia until he decided on allowances to Capt. Carter and his counsel on the appeal matters. They were claiming, between them all, over \$110,000 additional fees; that they claimed for representing those cases in the court of appeals and in the Supreme Court of the United States.

As soon as Judge Kohlsaat made his order, I notified the Attorney General, and Mr. Wickersham instructed me to enter an appeal from the order, as an interlocutory order granting an injunction, to the circuit court of appeals, and we carried that to the circuit court of appeals, and that was argued by me and was decided by the circuit court of appeals about six weeks ago or something like that. The circuit court of appeals held that there was nothing in their former mandate, or the mandate of the Supreme Court, which prevented Judge Kohlsaat taking jurisdiction to grant further decrees after the decree which had been rendered on the mandate, but that, in their opinion, \$5,000 for representing the case in the circuit court of appeals by Capt. Carter's counsel, and \$10,000 before the Supreme Court, in addition to the fees that had been previously allowed them, would be reasonable, and they directed that no further amount of assets be held up than that, and that the Government be freed if that amount were allowed. After that decision Mr. Wickersham and I talked the matter over, and we both concluded that it was best to settle on those amounts stated; that we could not get rid of what the court of appeals had said, because they had heard the case, and could estimate the value of the services, and that would be final even if I fought it further. So we settled with those counsel, paying them the \$15,000 additional to what had been paid them before; and then we took the final decree in Chicago, and I took the decrees in the other districts.

In fact, as Judge Kohlsaat had only enjoined me last fall in the Chicago district and in the West Virginia district, I went to work right away and took the final decrees in the New York district on the decree as sent down by the Supreme Court, in the New Jersey district and in the Georgia district, and then took the final decrees in Chicago and in West Virginia as soon as I got the last decision of the circuit court of appeals. I should also say that there were some interventions filed, too. After the final decree in Chicago, there were a lot of intervening petitioners that came in, laborers and creditors of the Atlantic Contracting Co., or Greene and Gaynor; that is, I mean the Atlantic Contracting Co. was a corporation under which Greene and Gaynor did their contract work in Savannah. The laborers and others undertook, in the Chicago case, after we had found the assets and tied them up, to adopt the tracing of the funds made by the Government through all its ramifications into these assets and to say that they had been defrauded and not paid, and they asked that they should be allowed a lien on those assets. They attempted to intervene there, and I knocked them out on demurrer; and then they tried to file a supplemental bill, and I knocked them out on demurrer on that. They took that to the circuit court of appeals, and it did not do any good, because the assets were disposed of before they could do anything.

They also undertook to intervene in the suits in Savannah—they filed similar positions, I mean—after I had traced the assets and recovered the assets in that district; and I knocked them out on demurrer there, and they abandoned that end of it. To put an end to these harassing interventions and close out the litigation speedily, just as soon as I got final decrees we closed the litigation and took the assets out of court, depositing the money in the Treasury, and putting the other assets in the hands of agents designated by the Attorney General to convert those assets into money and sell them. They were in general the same persons that had been the receivers in the court. The litigation was ended and the assets were taken out in that way.

The CHAIRMAN. Now I wish you would take up each one of those cases and give the committee information as to the actual amount of money that has been recovered up to the present time and which has gone into the hands of the Treasury, or is now in the hands of representatives of the Government.

Mr. ERWIN. I prepared a letter to the Attorney General, of which I have a copy here.

The CHAIRMAN. What is the date of that letter?

Mr. ERWIN. July 14, 1911.

The CHAIRMAN. Does that give the present status?

Mr. ERWIN. It gives the present status; yes.

The CHAIRMAN. Was that letter written in response to a request from the Department of Justice?

Mr. ERWIN. Yes; from the Attorney General.

The CHAIRMAN. What was the date of that request?

Mr. ERWIN. July 14. He telegraphed me, "What amounts have you recovered to date in Carter, Greene, and Gaynor cases, respectively"? That is all the communication I got, and I wrote this letter.

The CHAIRMAN. I would be glad if you would read that letter now. We want it to go in the record, but you had better read it for the information of the committee now.

Mr. ERWIN. I was then in New York. The letter reads as follows:

NEW YORK, *July 14, 1911.*

The ATTORNEY GENERAL,
Washington, D. C.

SIR: I have the honor to acknowledge the receipt of your telegram this afternoon in which you ask, "What amounts have you recovered to date in Carter, Greene, and Gaynor cases, respectively?"

In replying to the above, it is necessary to attribute to certain real estate and securities not yet sold, the value which I believe will be realized thereon.

Then I take up the civil suits, as follows:

CIVIL SUITS V. O. M. CARTER.

The assets constituting investments made by O. M. Carter with diverted trust funds, which were traced, corralled in hands of receivers, and finally subjected to the claims of the Government by final decrees, including real estate, securities, and money aggregated some \$501,855.39.

Under decisions of the Supreme Court and circuit court of appeals some \$111,054.28 out of the above were allowed for Carter's counsel and expenses.

The above fund was also charged by decrees of the courts with all the costs of receivership and costs of administration in the suits in the six districts in which suits against Carter and those holding for him were filed.

All of the proceedings in the several courts have been terminated, but all of the assets turned over to the Government have not yet been converted into cash. Certain real estate in New York and New Jersey and certain securities in Georgia are in process of being sold.

Two hundred and twenty-seven thousand eight hundred and fifty-two dollars in cash has already been turned into the Treasury by deposit to the credit of the Treasurer of the United States in said Carter suits.

The CHAIRMAN. That is the amount that has been turned into the Treasury?

Mr. ERWIN. That is the amount that has been actually covered into the Treasury.

The CHAIRMAN. \$227,852?

Mr. ERWIN. Yes. (Reading:)

CIVIL SUITS V. B. D. GREENE.

There was recovered and covered into the Treasury on suit against Greene for forfeited recognizance, including a part collected in Georgia and a part in New York, \$45,460.85.

The CHAIRMAN. That is in addition to the \$227,000?

Mr. ERWIN. Yes; that is in the Greene suits.

The CHAIRMAN. That is on the forfeited bond?

Mr. ERWIN. Yes. [Reading:]

By suit in the western district of Virginia constituting a part of investment made by Greene with proceeds of diverted trust fund were traced, tied up, and now awaits result of appeal of other side, pending in Supreme Court; value, \$60,000.

The CHAIRMAN. That represents property that has not yet been converted into cash?

Mr. ERWIN. Property that has not been converted into cash, yes.

Mr. HUBBARD. But it is finally recovered?

Mr. ERWIN. We had gotten the case ready for final decree, default judgment had been entered against all other people, and the evidence taken, all ready for final decree, when there was an intervention by Mrs. Leary, administratrix of James Leary, setting up the fact that James Leary had been the security on Greene's bond given in New York for \$40,000 for Greene's appearance in Georgia, and setting up, in substance, or trying to set up, that Greene had taken this Norfolk & Western stock which we tied up in that Virginia suit, and turned it over to Kellogg to be held by Kellogg to indemnify Leary for going on that criminal bond; and as we got judgment against Leary in New York on the criminal bond, asking that this stock in Virginia be applied to the payment of that judgment that the Government had gotten against Leary. That was the nature of the intervention.

I knocked that intervention out on demurrer before the judge presiding in the circuit court in the western district of Virginia, and the case was taken on appeal by Mrs. Leary to the circuit court of appeals at Richmond, and I argued that case before the circuit court of appeals, and they reserved their opinion for a year and a half, and then put it back on the docket again for reargument; and then I went down last November and reargued the case before the circuit court of appeals at Richmond, and after a short time they rendered a unanimous opinion sustaining the knocking out of the claim. The other side then appealed to the Supreme Court of the United States, and they carried it before the Supreme Court of the United States, where it is now pending. I expect to secure a dis-

missal of that appeal, for certain technical reasons, when the court meets in the fall. That case is in such a shape that I think we will undoubtedly get those \$60,000 of assets; but at present it awaits that decision of that legal proposition.

The CHAIRMAN. In what form do you find those assets now?

Mr. ERWIN. Do you mean in that particular suit?

The CHAIRMAN. Yes.

Mr. ERWIN. In that particular suit the assets consist of \$40,000 par value of the stock of the Norfolk & Western Railroad, with accumulated dividends, in all making the value about \$60,000. That stock stands in the name of L. L. Kellogg, but it is admitted to be Greene's stock, or at least it is claimed by the other side to be Greene's stock, and by the Government, of course, to have been bought by Greene with diverted trust funds, and therefore to be subject to the claim of the Government.

The CHAIRMAN. Do you know at what price that character of stock is selling at the present time?

Mr. ERWIN. It is selling at between 109 and 110.

The CHAIRMAN. It is the stock of what railroad?

Mr. ERWIN. The Norfolk & Western, preferred. I think it is preferred. At any rate, it is Norfolk & Western stock. That is very valuable stock; for the amount of it, I mean.

Then there are suits against Gaynor. [Reading:]

CIVIL SUITS V. JOHN F. GAYNOR.

In civil suit instituted in District of Columbia against John F. Gaynor et al. the Government traced as investments made with part of the diverted trust fund, and recovered securities of value of \$25,000.

That has been covered into the Treasury.

The CHAIRMAN. That is included in the \$227,000?

Mr. ERWIN. No, sir.

The CHAIRMAN. I thought that \$227,000 covered all that had been covered in.

Mr. ERWIN. Purely in the Carter case. That represents solely what has been covered into the Treasury in the Carter case. This matter down here in the matter of Gaynor, that refers to the bonds that I told you about where the coupons had such a curious history; part of them were presented in the Bronx, in New York, and some of them turned up in dance halls in Chicago, and finally the bonds were presented here.

Mr. MURRAY. What was the amount converted there?

Mr. ERWIN. \$25,000 there. [Reading:]

In civil suit against J. F. Gaynor in Georgia, the Government recovered securities of value of \$4,651.05.

Civil suit is still pending in northern district of New York against the surety on the forfeited recognizance of John F. Gaynor, \$40,000.

In addition to those civil suits you will understand that the amount that has been turned into the Treasury is not all of the assets recovered in the Carter case. We have in New York real estate known as the Eighth Avenue property, and in New Jersey we have four residences that we recovered there, one of which has just been sold for \$13,500. The New York real estate and the New Jersey real estate have not been sold. Those were real estate properties

which had been conveyed by Capt. Carter to his brother and his uncle, and which we traced as having been bought with these diverted trust funds and recovered in that general decree.

The CHAIRMAN. How much real estate is there in New York?

Mr. ERWIN. Roughly speaking, we call it \$40,000.

The CHAIRMAN. Roughly, \$40,000?

Mr. ERWIN. Yes.

The CHAIRMAN. What do you estimate the New Jersey real estate at?

Mr. ERWIN. About \$51,000.

The CHAIRMAN. Is any of this New Jersey or New York property in litigation?

Mr. ERWIN. No, sir; we have recovered it absolutely. It is just a question of selling it.

The CHAIRMAN. Final judgment has been rendered?

Mr. ERWIN. Yes. We sold one piece of it quite recently, and the surety company guaranteed the title to the purchaser. We have certain assets in Savannah which will be sold off, which are in process of being sold off.

The CHAIRMAN. What is the aggregate of those assets?

Mr. ERWIN. Those are assets that are what I believe they ordinarily call industrial securities; that is, securities of a local nature there, that there is no ready market for. Some of it we have recently sold. There is about \$13,000 involved.

The CHAIRMAN. Is that the par value or is that your estimate of the actual value?

Mr. ERWIN. Most of it has recently been converted into cash, but there is some little stock there that, estimating about what its value is, would make about \$13,000.

We have in Chicago a judgment against Carter's uncle for about \$7,500, which we obtained by reversing Judge Kohlsaat in the circuit court of appeals and in the Supreme Court.

The CHAIRMAN. What is that judgment supposed to be worth?

Mr. ERWIN. I hardly know. It is a question of further investigation. We have sent that to be levied out there, but they have not been successful with it yet. He was supposed to be a man of some means. We have also a judgment of about \$18,000 against Carter's brother there in Chicago.

The CHAIRMAN. Against Carter's brother?

Mr. ERWIN. Yes. I do not believe that is going to be of any value, that \$18,000 judgment.

Then we have a judgment out there against Capt. Carter for \$70,000, and I do not think that is going to be of any value.

There is a slight balance of \$1,450 retained in the hands of the court in Chicago, to await a little intervention filed by a lady stenographer of Capt. Carter's, and the court was not ready to pass on that question and just held that up until he did pass on it; and that is the only matter there.

As I stated before, Greene and Gaynor were practically the Atlantic Contracting Co., a nominal corporation. They got these Government contracts in the name of the Atlantic Contracting Co. Before Capt. Carter went out of his position in Savannah, when he was succeeded by Maj. Gillett (then Capt. Gillett), Greene and Gaynor had done a considerable amount of work, after a fashion, and had

made these monthly estimates of work, and Capt. Carter had approved an account for several hundred thousand dollars, all of which was shown to have been work fraudulently done—I mean it was, in these outside proceedings which I conducted for the Government, shown to have been fraudulently done. Nevertheless, Capt. Carter had certified these monthly vouchers as being correct, and after this prosecution broke out Greene and Gaynor, in the name of the Atlantic Contracting Co., brought suit in the Court of Claims on the contracts at Savannah and Cumberland Sound for about \$950,000, partly on these accounts stated, which had been given them by Capt. Carter and approved and passed, and partly for breach of contract, in that it was claimed that they had been stopped from work before they had finished their contract, and for prospective profits.

In regard to those suits, at the request of the law officers of the Court of Claims and at the direction of the Attorney General, I assisted them in preparing pleas of fraud on the part of the United States to the suits filed by the Atlantic Contracting Co., and thereafter I obtained and got in shape for them all the necessary evidence for the Government to sustain that plea of fraud; that is to say, the same evidence on which we established the fraud in the other cases I got in shape for them, and they have it, and it is in shape for disposition in the Court of Claims.

The CHAIRMAN. I think it would probably be well for you here to let that letter, in its entirety, be incorporated in the record. You have been reading from it, but we have interrupted you so that you did not complete it.

Mr. ERWIN. Very well.

(The letter referred to is here printed in the record in full, as follows:)

DEPARTMENT OF JUSTICE,
OFFICE OF THE UNITED STATES ATTORNEY
FOR THE SOUTHERN DISTRICT OF NEW YORK,
New York, July 14, 1911.

The ATTORNEY GENERAL,
Washington, D. C.

SIR: I have the honor to acknowledge the receipt of your telegram this afternoon in which you ask, "What amounts have you recovered to date in Carter, Greene, and Gaynor cases, respectively?"

In replying to the above it is necessary to attribute to certain real estate and securities not yet sold the value which I believe will be realized thereon.

CIVIL SUITS V. O. M. CARTER.

The assets constituting investments made by O. M. Carter with diverted trust funds, which were traced, corralled in hands of receivers, and finally subjected to the claims of the Government by final decrees, including real estate, securities, and money aggregating some \$501,855.39.

Under decisions of the Supreme Court and circuit court of appeals some \$111,054.28 out of the above were allowed for Carter's counsel and expenses.

The above fund was also charged, by decrees of the courts, with all the costs of receivership and costs of administration in the suits in the six districts in which suits against Carter and those holding for him were filed.

All the proceedings in the several courts have been terminated, but all of the assets turned over to the Government have not yet been converted into cash. Certain real estate in New York and New Jersey and certain securities in Georgia are in process of being sold; \$227,852 in cash has already been turned into the Treasury by deposit to the credit of the Treasurer of the United States in said Carter suits.

CIVIL SUITS V. B. D. GREENE.

There was recovered and covered into the Treasury on suit against Greene for forfeited recognizance, including a part collected in Georgia and a part in New York..... \$45,400. 85
 By suit in the western district of Virginia constituting a part of investment made by Greene with proceeds of diverted trust fund were traced, tied up, and now await result of appeal of other side, pending in Supreme Court; value..... 60,000. 00

CIVIL SUITS V. JOHN F. GAYNOR.

In civil suit instituted in District of Columbia against John F. Gaynor et al., the Government traced as investments made with part of the diverted trust fund and recovered securities of value of 25,000. 00
 In civil suit against J. F. Gaynor in Georgia the Government recovered securities of value of 4,651. 05
 Civil suit is still pending in northern district of New York against the surety on the forfeited recognizance of John F. Gaynor..... 40,000. 00

THE CRIMINAL PROSECUTION.

The above are civil suits against said defendants which have been under my charge as special assistant to the Attorney General.

In every case the assets which were corralled had been transferred by Greene, Gaynor, or Carter, as the case may be, to other persons, or held by other persons for them in concealment, making the tracing of the original diverted money into the investments and proof of the facts most difficult.

The suits could have been brought to a close much sooner had it not been that I was conducting at the same time criminal prosecutions against the defendants Greene and Gaynor, which for several years not only took up practically my own time, but by reason of the fact that the proof required in both classes of suits was largely of a documentary character the civil suits had to await the release of the papers held by other courts. After their indictment in Georgia, Greene and Gaynor fought removal from the southern district of New York for two years and a half, taking the proceedings through all the courts to the Supreme Court of the United States, where it was finally decided against them.

After giving bonds to appear in Georgia, they forfeited the same and fled to Canada. They fought me on extradition from Canada for three years, taking the case through all the Canadian courts and even on appeal to the British privy council. After extradition, I prosecuted the indictments to conviction in Georgia after a three months and nine days' trial. They took the case to the United States circuit court of appeals, and finally on application for certiorari to the Supreme Court, where they finally lost out and went to the penitentiary.

In the above criminal prosecutions a fine was imposed of \$585,749.90 against B. D. Greene, and \$585,749.90 against J. F. Gaynor. Nothing has been realized on these fines as yet. After serving four years in the penitentiary, the defendants denied the ownership of any assets, on examination on poor convicts oath, and were released by the commissioner.

SUITS IN COURT OF CLAIMS.

Shortly after their arrest in New York, Benjamin D. Greene and John F. Gaynor, in the name of the Atlantic Contracting Co., instituted suits in the Court of Claims for \$959,139.69 for alleged breach of the 1896 contracts for the Savannah district.

By direction of the Attorney General and request of the Government's attorneys for the Court of Claims I assisted them in drafting the Government's defense, and later I got the evidence in shape and filed it for trial of the plea of fraud filed by the Government.

These suits are not yet disposed of, but there is no chance for the claimants to win in the present situation.

COSTS OF THE CIVIL SUITS.

I notice there is a disposition to refer to all the costs and expenses which the Government has been put to in the extradition proceedings and the criminal prosecutions against Greene and Gaynor as if they were incurred in these civil suits. This is a mistake, because the larger part of the time spent by Mr. Johnson, the expert accountant detailed to assist me, and myself was necessarily taken up with the criminal branches of the case during the years those proceedings were active. I know of no method of apportioning the expenses between the different classes of services which would be accurate. Besides we have done a great deal of work not represented in suits filed, in efforts to trace assets and tie them up, not necessary to be considered here.

Not understanding exactly the purpose for which the information is called for, and all the suits in my charge not having been fully closed up, so as to enable me to state exact amounts for assets not yet sold, I have thought best to state the matters more in detail in this letter than in the telegraphic reply I have forwarded.

Very respectfully,

MARION ERWIN,

Special Assistant to the Attorney General.

The CHAIRMAN. Mr. Erwin, your employment began as special assistant to the Attorney General about the 1st of July, 1901?

Mr. ERWIN. Correct.

The CHAIRMAN. Since that time you have been continued in that employment?

Mr. ERWIN. Yes.

The CHAIRMAN. At a salary of \$5,000 per year?

Mr. ERWIN. Yes.

The CHAIRMAN. In addition to your expenses?

Mr. ERWIN. Yes.

The CHAIRMAN. Can you give us for the record at this time a statement of the amount that you have received as salary and the amount that you have received as expenses?

Mr. ERWIN. It is just a question of taking the \$5,000 a year from the 1st of July, 1901, up to this time.

The CHAIRMAN. Ten years?

Mr. ERWIN. Well, whatever that time is; you can calculate it up to to-day at the rate of \$5,000 a year, and I have received exactly that.

The CHAIRMAN. You have not been paid for the month of July?

Mr. ERWIN. Not for the month of July.

The CHAIRMAN. But you have been paid for the month of June?

Mr. ERWIN. Yes.

The CHAIRMAN. Then you have been paid for just even 10 years?

Mr. ERWIN. Yes.

The CHAIRMAN. Which would be \$50,000. Do you know the amount that has been paid to you for expenses?

Mr. ERWIN. I do not. Those accounts are rendered usually monthly, though sometimes not every month, but sometimes a month or two might be rendered together; but they were itemized and vouchers put in, and they were whatever the actual expenses were.

The CHAIRMAN. I have here a statement from the Department of Justice which gives expenses from June 25, 1901, to March 5, 1909, \$16,242.20. The clerk called my attention to the fact that that is probably an estimate of the Department of Justice as to the amounts that have been paid during that time. This estimate was made by the clerk of the committee based on amount actually expended by Mr. Erwin from March 5, 1909, to May 31, 1911, \$176.60 per month.

Then comes this item: "Expenses for March 5, 1909, to May 31, 1911, \$4,768.34." Do you have any means of knowing whether or not these two items represent the amounts that have been actually paid you for expenses?

Mr. ERWIN. I have not, unless I went over the accounts and footed them up. You will understand with these suits, as many of them as I had in my charge in different parts of the country—and although the main issue was tried in the Chicago case there were collateral issues in all these other districts—it required me to do a good deal of traveling, and even sometimes when it was very much against my will. There would be some motion made in some matter in one district, and I would have to go; and with the traveling expenses and the hotel bills and all those things coming in, I would have no way of recollecting just about it, but the accounts were made up regularly, and itemized, and vouchers put in as required by the department, and whatever the amount is, is there. But the only amount of compensation that I got was \$5,000 per annum, in that way.

The CHAIRMAN. And the \$2,500 that had been paid you before your appointment as special assistant?

Mr. ERWIN. Yes.

The CHAIRMAN. That represents the total amount that has been paid to you as compensation for the work you have done?

Mr. ERWIN. No.

The CHAIRMAN. The two items?

Mr. ERWIN. No; I say that was all that was paid me except that the Government agreed to give me allowance out of the amount that was recovered.

The CHAIRMAN. Has anything been paid under that agreement?

Mr. ERWIN. Yes. There has been paid me, so far, under that agreement \$21,724 in the Carter case and \$2,500 in the Gaynor case.

Mr. MURRAY. Has there been any payment in the Greene cases?

Mr. ERWIN. No; I have got nothing in any of these other cases.

Mr. HUBBARD. That does not apply at all to your services so far as the addition is concerned?

Mr. ERWIN. The amount outside of the recovery, whatever assets I could find and trace, as an allowance.

The CHAIRMAN. Your contract was, as I understand it, that you were to receive that \$5,000 a year as a certain compensation?

Mr. ERWIN. Yes.

The CHAIRMAN. And that if there was a considerable recovery you were to be liberally compensated out of that recovery?

Mr. ERWIN. Yes.

The CHAIRMAN. In addition to the \$5,000 per annum?

Mr. ERWIN. Yes.

The CHAIRMAN. Has there been any final statement between you and the Government on this contingent feature of the contract?

Mr. ERWIN. No; except that the Attorney General has finally agreed that the amount that would be paid would be 10 per cent of the net balance which was recovered by the Government after the payment of all other expenses.

The CHAIRMAN. The final agreement was that you were to receive 10 per cent?

Mr. ERWIN. Ten per cent upon the net amount recovered.

The CHAIRMAN. Upon the net amount that is turned into the Treasury as the result of these suits?

Mr. ERWIN. That is practically correct; 10 per cent of the net recovery—that is, the recovery after the payment of all other expenses.

The CHAIRMAN. That represents the amount that would otherwise go into the Treasury?

Mr. ERWIN. Yes.

The CHAIRMAN. You were first paid \$2,500, before your appointment as special assistant to the Attorney General?

Mr. ERWIN. Yes. That was for services as special assistant to the district attorney in New York.

The CHAIRMAN. Yes; and for services outside of your district.

Mr. ERWIN. Yes.

The CHAIRMAN. And expenses?

Mr. ERWIN. Yes.

Mr. MURRAY. That payment was in 1901?

Mr. ERWIN. Yes. That was for services in 1899 and 1900 and the early part of 1901.

The CHAIRMAN. Then, under your annual employment, you have been paid \$5,000 a year for 10 years, making \$50,000?

Mr. ERWIN. Yes.

The CHAIRMAN. Then, in the Carter case, on your contingent fee contract, you have been paid \$21,724?

Mr. ERWIN. \$21,724; yes, sir.

The CHAIRMAN. And in the Gaynor case \$2,500?

Mr. ERWIN. That is right.

The CHAIRMAN. And nothing, as yet, in the Greene case?

Mr. ERWIN. No.

The CHAIRMAN. You think there is about \$60,000 worth of property belonging to Greene that is tied up?

Mr. ERWIN. Yes.

The CHAIRMAN. If you realize on that, you will be entitled to 10 per cent on that?

Mr. ERWIN. That would be it; yes.

The CHAIRMAN. The \$45,000 bond of Greene, are you entitled to 10 per cent on that?

Mr. ERWIN. I would be entitled to it. I have not got it yet.

The CHAIRMAN. You are expecting to get it under the terms of your settlement with the Attorney General?

Mr. ERWIN. Well, he has never said anything particular about that item at all.

The CHAIRMAN. It was a part of your official duty as district attorney down there in Georgia to represent the Government on that bond, was it not?

Mr. ERWIN. No; you understand, I got the forfeiture of the bond down in Georgia.

The CHAIRMAN. Yes; the bond was forfeited?

Mr. ERWIN. Yes; and I got final judgment in Georgia. Then this was a suit brought in New York.

The CHAIRMAN. Based on that judgment which you had gotten in Georgia?

Mr. ERWIN. Based on the judgment there, and the working out of the assets through a suit in New York against the administrator of the surety there.

The CHAIRMAN. Aside from any employment as assistant to the Attorney General, would it not have been the duty of somebody connected with Department of Justice to have prosecuted that suit in New York to recover on that bond?

Mr. ERWIN. Yes; so it would.

The CHAIRMAN. Whose duty would it have been?

Mr. ERWIN. It would have been the duty of the United States district attorney.

The CHAIRMAN. For what district?

Mr. ERWIN. Of the district of New York.

The CHAIRMAN. For the district of New York?

Mr. ERWIN. Yes.

The CHAIRMAN. Was any request ever made of him?

Mr. ERWIN. Yes; certainly. And he assisted in it, and I assisted him, for that matter.

The CHAIRMAN. What district of New York was that?

Mr. ERWIN. The southern district of New York.

The CHAIRMAN. That is the district in which Mr. Wise is the present district attorney?

Mr. ERWIN. Mr. Wise is the present district attorney.

The CHAIRMAN. Who was district attorney there at that time?

Mr. ERWIN. Gen. Burnett was district attorney, and the suit was conducted through his office there, mainly; and the testimony, the records, and the preparation of the pleadings were gotten up with my assistance to meet the peculiar case. We had a special trouble with the bonds in that case. To begin with, when the bonds are forfeited in Georgia, under the Georgia procedure—the State procedure, as well as in the Federal courts—we follow the common law in issuing a scire facias on the bond after the first order of forfeiture is taken; the defendants are given a certain time to show cause why the judgment should not be made final, and so forth. After the bonds were first ordered forfeited and the scire facias was issued in Georgia, the marshal returned in Georgia that the sureties could not be found there.

Of course we knew that anyway, because they were New York sureties in both cases. In Greene's case the surety resided in New York City, and in Gaynor's case in Syracuse. The marshal returned that they could not be found there, but still I had the service effected on the defendants in New York, so that they would have notice, whether it was actual service or not, if there was a moral question involved in the matter. However, before they could serve the scire facias on Greene's surety in New York the surety died. That made a complication.

In Gaynor's case, however, the surety was living. At common law, when you issue a scire facias and the sureties do not reside in the territorial jurisdiction of the court, all you have to do is to have the officer return non est—not found—and to have the scire facias returned to the clerk's office, and the surety is conclusively presumed to be summoned, the general presumption being that the surety is always in court to answer for his principal and on his bond.

Proceeding on the common-law rules and under the section of the Revised Statutes of the United States which provide that execution in favor of the United States shall run throughout the United States, when I got my final judgment in Georgia against Gaynor's sureties I issued executions there and sent them to New York to be levied by the marshal in the northern district of New York, under the direction of the district attorney there, on the property of the surety, the surety being a resident of Syracuse, N. Y.

After the levy was made the surety, Mr. Kirk, filed a suit in equity enjoining our levy; the matter came up before Judge Ray in the United States circuit court there, and he issued a temporary restraining order, and upon hearing he decided that you could not proceed against a surety in New York on a judgment taken in Georgia; that the proceeding on scire facias was an original proceeding which could only be brought in the district in which the defendant is an inhabitant; that the scire facias proceedings in Georgia were void, and that the only way of reaching them was through a suit in New York on the bond.

The Government went on with that case to final hearing, and it came up before Judge Hazel, and the judge rendered a long opinion, in which he virtually ruled that he thought the other judge was wrong, and that you could get a judgment in the court where the order of forfeiture was taken, where the surety resided out of the State, and that the scire facias proceeding was a dependent suit, dependent upon the original criminal suit, the jurisdiction resting upon the procedure in which the criminal bond was given. However, he held that inasmuch as the previous judge had ruled the other way, he would rule that way also.

He so ruled and the case went up to the Circuit Court of Appeals in New York, and the circuit court of appeals affirmed the judgment of the lower court there, without giving any reason for it.

The Government then appealed to the Supreme Court of the United States. One of the judges of the Supreme Court, I have forgotten which one now, was disqualified because he had been Attorney General while some of these cases were going on, and this case was heard before eight judges, and they divided, four to four, on the question, so that the decision below was affirmed; that is, we were enjoined on proceeding with the scire facias and forced to go back and sue in New York on the bond.

In the meantime, that suit was then brought again, and is still pending there in Syracuse. They recently made an offer of settlement for \$30,000, but the Government thinks they can get the whole amount.

In the Greene case, the surety being dead, forced us to bring a suit on the bond against the administrator in New York. That suit was brought, and I assisted in the preparation of the pleadings, took the evidence for them, and got the suit in shape. The Attorney General has not passed on the question about the suit in New York at all, whether he considers it within the agreement or not within the agreement.

The CHAIRMAN. The same thing is true of the suit against the sureties on the Gaynor bond?

Mr. ERWIN. Yes.

The CHAIRMAN. And according to your construction you will be entitled to 10 per cent of that?

Mr. ERWIN. That is my notion about it.

The CHAIRMAN. Who is the district attorney in the Syracuse district?

Mr. ERWIN. Mr. Curtiss.

The CHAIRMAN. Did the request come from him to you for your assistance in prosecuting that suit?

Mr. ERWIN. Yes; it came from the Attorney General.

The CHAIRMAN. It came from the Attorney General?

Mr. ERWIN. It came from the Attorney General for me to help in it; yes, sir.

The CHAIRMAN. In the suit on the bond in the southern district of New York, did the request come from the——

Mr. ERWIN. From the Attorney General.

The CHAIRMAN (continuing). From the Attorney General or from the district attorney?

Mr. ERWIN. It came from the Attorney General. The request would be from the district attorney to the Attorney General, and then by the Attorney General to me; and nothing was specifically said about any fees. I concluded that it was under the general provision, but I do not know. The Attorney General has not passed on that matter.

The CHAIRMAN. This original contract of \$5,000 per annum certain, and a contingent interest, was that reduced to writing between you and the Attorney General?

Mr. ERWIN. Yes; it was in a letter.

The CHAIRMAN. In the form of a letter?

Mr. ERWIN. In the form of a letter from the Attorney General to me; and a letter-press copy of it ought to be with the Department of Justice.

The CHAIRMAN. According to the figures I have, you have already been paid \$75,724.

Mr. ERWIN. For how long; how many years?

The CHAIRMAN. That is the total amount of compensation that you have received for all the years that you have been employed, running back to the original date of your employment, about 1899.

Mr. ERWIN. About 1899; yes.

The CHAIRMAN. Yes; and you expect to receive, in addition, 10 per cent on the property of Greene that is tied up, which would be \$6,000?

Mr. ERWIN. Yes.

The CHAIRMAN. \$4,500, 10 per cent, on the recovery on the Greene bond, and \$4,500 on the recovery of the bond of Gaynor if recovery is had upon that bond?

Mr. ERWIN. Yes.

The CHAIRMAN. Which would be \$15,000 additional. Is there any other fee in expectation by you?

Mr. ERWIN. How do you make that \$15,000? Oh, yes; you are adding up those three items.

The CHAIRMAN. Does that represent all that has been paid to you and all that you expect will be paid to you under your contract?

Mr. ERWIN. I do not know how, all together, you have got it figured; but I just expect, or expected, to be paid the 10 per cent

on the net amount I recover for the Government, and it embraces all those items that I have mentioned.

The CHAIRMAN. In addition to the items that I have given you expect 10-per cent on the real estate in New York?

Mr. ERWIN. That is, on the net result.

The CHAIRMAN. Which you expect to be about \$51,000?

Mr. ERWIN. No; \$40,000.

The CHAIRMAN. About \$40,000?

Mr. ERWIN. Yes.

The CHAIRMAN. That would be \$4,000 additional?

Mr. ERWIN. Yes.

The CHAIRMAN. And on the property in New Jersey, which you estimate to be worth about \$51,000?

Mr. ERWIN. Yes.

The CHAIRMAN. That would be \$5,100?

Mr. ERWIN. Yes. Well, of course there may be a little expense connected with the sale that might make it a little less.

The CHAIRMAN. The industrial securities in Savannah, Ga., you estimate to be about \$13,000. On that you expect to receive about \$1,300?

Mr. ERWIN. Yes.

The CHAIRMAN. Then, if as much is realized on these as you anticipate, you will have a fee of about \$10,400 upon them, which will make \$25,400 in addition to your \$75,724, which will make a total of about \$101,000?

Mr. ERWIN. For about 12 years' work.

The CHAIRMAN. In addition to this \$101,000 the Government has paid you \$3,500 each year for your services as district attorney in this southern district of Georgia?

Mr. ERWIN. Yes.

The CHAIRMAN. And that would be \$42,000 more. So that if it finally works out as you expect it will, you will have been paid by the Government about \$143,000 for your 12 years' services?

Mr. ERWIN. That is for 12 years.

The CHAIRMAN. Yes; for the 12 years' services?

Mr. ERWIN. Yes, sir. I do not know whether you have got it calculated right.

The CHAIRMAN. Of course this is a rough calculation, but the figures will be given in the record, from which a correct calculation can be made.

Mr. ERWIN. Yes.

The CHAIRMAN. I will not vouch for the absolute correctness of this, but it is approximately correct. Now, who else has been employed in the capacity of attorney in the Greene and Gaynor cases?

Mr. ERWIN. In Canada, Mr. McMaster.

The CHAIRMAN. First let us take the United States. Who has been employed in the United States? Has anybody been employed regularly to cooperate and work with you?

Mr. ERWIN. No; nobody. The local district attorneys have kept local watch over cases and notified me if any motions came up in the cases. Their names were marked in that way. But it was found impracticable for the local district attorneys to handle a case of this sort which ramified all over this country and into Canada, too.

and there had to be one set of men in charge of the case to work it out. I had entire charge of all of the litigation.

Mr. HUBBARD. Is your question exactly answered, Mr. Chairman? Was there any other person employed in connection with you in the general management of the cases?

Mr. ERWIN. No; I should state that the Attorney General employed in the criminal trial in Savannah, just to aid in the trial of the case, Mr. Adams, of Savannah.

The CHAIRMAN. Do you know what fee he was paid?

Mr. ERWIN. I am not certain, but I am under the impression that it was either \$3,000 or \$4,000. I am not positive about the fee that Mr. Adams was paid.

Mr. MURRAY. There was some suggestion made by a witness the other day that your assistant was employed by the department.

Mr. ERWIN. Mr. Akerman was engaged in the criminal trial in Savannah.

Mr. MURRAY. No; this was a suggestion by some witness that Mr. Akerman was employed, or that your assistant was employed, in the Greene and Gaynor cases.

Mr. ERWIN. No; Mr. Akerman was there with me during the trial of the case in Savannah.

The CHAIRMAN. He does not mean the criminal case, but representing the Government in connection with the effort to recover these moneys in the Greene and Gaynor cases.

Mr. ERWIN. No; not in the effort to recover the moneys. Mr. Adams was not employed in those cases. He was employed only in the criminal case; not in the civil cases.

Mr. MURRAY. It was just suggested that Mr. Akerman had been employed; it was suggested that there was a clerk in your office that was carried along.

The CHAIRMAN. Has Mr. Akerman been carried along in the capacity of special assistant to the Attorney General?

Mr. ERWIN. Not in these cases.

Mr. MURRAY. In any capacity?

Mr. ERWIN. Not in these cases.

The CHAIRMAN. Mr. Murray says in any capacity?

Mr. ERWIN. Mr. Akerman was employed, as I understand, as Special Assistant Attorney General to assist in the prosecution of certain alleged newspaper matters that came up in Atlanta—claims of false weighing of the mails, or wrong reports of postage, and so forth.

The CHAIRMAN. You may be right about that. I may have been mistaken about its being the Greene and Gaynor cases.

Mr. ERWIN. Yes.

Mr. MURRAY. I do not think you made the suggestion, Mr. Chairman. Some one of the witnesses here made the suggestion that not only you, but your assistant and a clerk in your office were all employed since 1899 in connection with some real or alleged work that had to be done in some connection with these Greene and Gaynor and Carter cases.

Mr. ERWIN. No; that is all wrong. Mr. Johnson and I have done the entire work in these cases, with the exception of the fact that during a period when we were making up the record for appeal after Judge Kohlsaat decided that case in Chicago, the Attorney General

allowed me to employ a typewriter there for two or three months when we were making up the record.

Mr. MURRAY. When was your assistant first employed as special assistant to the Attorney General?

Mr. ERWIN. My assistant, Mr. Akerman, was as I understand employed three or four or five months ago specially for the purpose of conducting some kind of a prosecution against the Atlanta Constitution and the Atlanta Journal, and I know nothing of it except that the editor and the principal proprietor of the Atlanta Constitution is my nephew; and I had nothing to do with that, naturally.

Mr. MURRAY. Was that his only employment as special assistant?

Mr. ERWIN. That is the only thing I know he was employed as special assistant about.

Mr. MURRAY. Was Mr. Akerman assistant in 1899?

Mr. ERWIN. In 1899 Mr. Leaken, of Savannah, was assistant for awhile, and he resigned, and Mr. Akerman was appointed along, I think, about 1901.

Mr. MURRAY. About the time when you first undertook—

Mr. ERWIN. But Mr. Akerman did not have any charge of these Greene and Gaynor cases, nor of the Capt. Carter case, whatever.

The CHAIRMAN. Mr. Akerman has continued as assistant district attorney since about 1901?

Mr. ERWIN. Yes.

The CHAIRMAN. During the years you have been connected with these cases you have been compelled almost to abandon looking after the duties of your office as district attorney, have you not?

Mr. ERWIN. No; I can not see it in that way; but a very large part of my time, and the principal part of my time, has been taken up in the conduct of these proceedings elsewhere. When you are conducting cases in court you find very frequently that you come to cases where you can not travel until the court does something, and you have got to wait, and the like.

Then, I was frequently down in Georgia, consulting on various matters, and sometimes tried important cases during that time—a number of important cases down there—and I was occasionally down there several months when there was a hitch, or we could not go on with anything else and had other business to do down there; but, of course, my time has been taken up a great deal elsewhere.

It was considered that these frauds were, in one sense, the business of my district, inasmuch as they were frauds committed in that district, the facts were in my possession, and such a way as they were not in the possession of any other man, and it was considered that I was contributing to the administration of justice in my district more by doing the things that would bring those men back to that district for trial and finally trying them and putting them in the penitentiary, and as they were finally tried and put in the penitentiary, than in any other way.

The CHAIRMAN. And you were receiving compensation for the performance of two duties, and it was not possible for you to be performing the duties of district attorney while you were performing the duties in the prosecution of the Greene and Gaynor cases. Can you form any estimate as to the amount of time that you spent in your district in the last 10 years?

Mr. ERWIN. Well, I do not know. I was there off and on at different times. It would be hard to do that. I think, too, that when you say you can not perform exactly the same duty, it would be exactly like the proposition of saying that you might be a Member of Congress, and you have got certain duties on the floor of the House and certain duties as a committeeman, and it depends on the general run of your duties which would require you sometimes to take all your time on the floor, and sometimes not all the time. Sometimes you would be attending to committee duties and at other times you would be attending to duties on the floor.

Mr. MURRAY. I would like to know if you know of any scheme of double compensation for that double duty?

Mr. ERWIN. How is that?

Mr. MURRAY. I was just suggesting that I do not know of any double compensation for that double duty that we perform.

Mr. ERWIN. You mean as Congressmen?

Mr. MURRAY. Yes.

Mr. ERWIN. Well, of course not.

Mr. MURRAY. Then that analogy does not exactly hold good, does it?

Mr. ERWIN. Yes; because in the first place the law which gives me compensation as district attorney in Georgia is for the services performed in the territorial jurisdiction of the court.

The CHAIRMAN. But how could you perform that service in the territorial jurisdiction of the court when a large part of your time, at least, you are not within that territory?

Mr. ERWIN. In a sense you perform it. You have the direction of the work in the district, as I had, the general supervision of the conduct of the office, the trial of cases that particularly demand your attention, which your assistant would need your assistance in; and you are contributing to the purpose for which you are appointed when you do as I was doing, bringing people back to Georgia for trial in my district, for trial for crimes committed in my district.

The duty of a district attorney is the enforcement of the law; and if it was necessary, as I believe it was in these cases, because I do not believe any other man was sufficiently posted in the facts, and was in the position I was, to have ever brought those people back, it was to the interest of the administration of justice in that district that I should render those services to the Government and bring those people back to that district. I was serving both ends. In other words, I was performing the duties of district attorney in Georgia, and I was doing work outside of the district for which, under the decision of the Supreme Court, I was entitled to additional compensation for doing work outside of the district when called upon by the Attorney General to perform it.

Mr. HUBBARD. Is not this true, Mr. Erwin, that when you were engaged in Canada, for example, in the prosecution of the extradition proceedings there, and when you were engaged in New York in the preparation for the criminal proceedings there, you were just as much performing the duties of your office as district attorney of Georgia there as if you had been in Georgia?

Mr. ERWIN. I think so, sir; but I was doing work that I was entitled to additional compensation for.

Mr. HUBBARD. Yes; for that you would have been entitled to additional compensation.

Mr. ERWIN. Yes; going out of the district.

Mr. HUBBARD. And it is also true that, in connection with the civil suits, where you did the work outside of the district, you were entitled to a compensation there over and above your salary?

Mr. ERWIN. It was just a question how the Attorney General wanted to fix the matter; I mean the allowance of the compensation. He decided that he wanted me to keep my supervision over the district in the southern district of Georgia, to be in position to have the full management and trial of the cases when we got these men back to Georgia, and he wanted my services to get the men back from New York, in the first place, and then from Canada, and it was believed that it was the greatest accomplishment for the general administration of the law in bringing those men to trial, millionaires as they were, and convicting them and putting them in the penitentiary, and that it was worth more than anything else I could possibly do to the administration of the law in that district to render those services outside of the district; and so that appointment was considered in that way.

I want to state this, that after I tried those men in Savannah and convicted them, I was offered by the city of Philadelphia, when the reform people had gotten in there, the position of chief counsel for the city of Philadelphia, to take charge of all those big fraud litigations, and with a salary much larger than anything I could get here, and it was to be guaranteed to me; and I declined to take it at that time, because I felt in honor bound to bring the suits and prosecutions undertaken by me for the Government to a successful conclusion if I could. If you will refer to the papers you will find that it was published at that time in the city of Philadelphia.

Mr. MURRAY. That was about what time; 1903?

Mr. ERWIN. That was after the conviction of Greene and Gaynor in Savannah, after the trials there, and before I had gotten the final judgments in the civil suits.

I want to say, about the amount of compensation, that though it might look large to you in a certain way, if you count up for 12 years' work, I regard it as one of the greatest mistakes of my life that I ever went into that case. I would have been glad to have gotten out of it at any time, if I could honorably have done so, before I had brought it to a successful conclusion. It was done at a personal sacrifice to me for 10 years. It resulted in my being away from my family most of the time, it broke up whatever practice I had, and, personally, I feel like it was the mistake of my life. If you take the difference between living at home, even at a smaller salary, and then, on the other hand, undertaking a work that means to have a broken-up home, and having to run all over the country, even though your personal expenses are paid, you will find there is a great difference.

I say that the Attorney General has not passed on anything relative to the commission on the bond suits yet at all, or whether I would be entitled to that or not. That is a matter that he would have to pass on later on in regard to it.

In regard to the suit in the Virginia case, the service in that is not altogether rendered yet. The 10 per cent on that will be what I get, if I am successful, as I hope to be, before the Supreme Court, if I knock them out this fall. I won in the two lower courts. It would come in then. But the service is not ended yet.

The CHAIRMAN. When do you estimate, Mr. Erwin, that there will be a final conclusion of your contract with the Attorney General in connection with these cases?

Mr. ERWIN. The letter of the Attorney General of June 25, 1901, states that he has a right to discontinue my services at any time he gets ready, as to the appointment. Now, that is so far as the right to terminate the contract is concerned, and to stop the work.

The CHAIRMAN. Assuming that he does not exercise the right, when do you think there will be a final conclusion of all the litigation in connection with the Greene and Gaynor cases, so as to terminate your service as assistant to the Attorney General.

Mr. ERWIN. I take it that would be concluded by fall, when we terminate that motion in the suit that has been in the Supreme Court of the United States. That ought to end all the suits pending under my employment.

I want to say this, that in going over the general course of the litigation, as I have done here, sketching it from the beginning, I have only touched in the high places. I have not gone into detail of the time required in taking evidence or holding hearings before masters, or in various kinds of motions, and all those things. I have just touched on the thing generally.

I want to state, also, that from the beginning, besides working on these cases, Mr. Johnson and myself working together were endeavoring to reach all the assets, constituting the part of the profits of those contracts diverted, divided up between Greene and Gaynor and Carter. We were more successful with the getting back of the assets from Capt. Carter than we were from Greene and Gaynor, for several reasons. We started on Capt. Carter first, and being forced in New York to put in our evidence there, the manner in which we traced these things, through bankers' and brokers' accounts became generally known through the newspapers and through the people who were there, and Greene and Gaynor took means to put the assets out of our reach very largely. Nevertheless, we were engaged in all sorts of endeavors to trace up and find additional assets, and where we found but one thing it represented but a small part of the work through which we undertook to trace things and did not reach them.

I want to say, among other things, that about the time Greene and Gaynor fled to Canada, tracing through various sources, we have found where Gaynor converted over \$600,000 into cash, and he has been in jail practically ever since, and what has become of that cash is a problem yet open, you understand. Now, if we just knew exactly where we could put our hands on that \$600,000, we would put it on there.

That is not all. Gaynor had other money besides that, but this one lump sum of \$600,000 he converted into cash independent of other moneys.

Mr. MURRAY. Gaynor is now out, is he not?

Mr. ERWIN. He is now out. He was discharged after serving his sentence.

The CHAIRMAN. Did he pay his fine?

Mr. ERWIN. He did not pay his fine. He swore that he had nothing.

The CHAIRMAN. How did he escape paying it?

Mr. ERWIN. I say he swore that he had nothing.

The CHAIRMAN. Did Greene pay his fine?

Mr. ERWIN. He did not. He swore he had nothing.

The CHAIRMAN. Have you any hopes of being able to locate the \$600,000 you spoke of?

Mr. ERWIN. I do not exactly like to express that fact. I want to say this, that Mr. Johnson and I have worked out a thousand different sources to get at the assets that we have not traced, that we have not located. We have examined banks in various cities and bank accounts, and accounts, and we have got a certain analysis; but I would not care right at this time to go into anything. The Attorney General has a right to stop any work or to say that we have done enough or to say that what we have got is not sufficient to go on. I would not like to go into any details about that, but at present the situation is that those suits which I have brought so far are about at a conclusion.

The CHAIRMAN. That telegram from the Attorney General that you mentioned was dated July 14, I believe?

Mr. ERWIN. Yes.

The CHAIRMAN. I noticed this in the New York World of July 14, 1911. This is a special from Washington:

UNITED STATES FINDS HIDDEN WEALTH OF GREENE AND GAYNOR—RECOVERS THREE-QUARTERS OF A MILLION DOLLARS' WORTH OF BONDS, STOCKS, AND CASH FROM MEN CONVICTED OF DEFRAUDING THE GOVERNMENT.

[Special to the World.]

WASHINGTON, July 13, 1911.

Three-quarters of a million dollars has been recovered from the concealed assets of Gaynor and Greene, who defrauded the Government out of \$2,000,000 in Savannah Harbor dredging contracts in 1897. This was developed by inquiries at the Department of Justice to-day.

E. I. Johnson, an expert accountant, and United States District Attorney Marlon Erwin, of Savannah, Ga., are responsible for the recovery. They have been at work digging up the assets of the defaulters almost from the time the frauds were discovered. Most of the funds recovered were in bonds and stock. More than \$200,000 was in cash. These assets were found in New York, Philadelphia, Chicago, and Denver. Some bonds were located in Paris, but they could not be recovered.

Johnson and Attorney Erwin have been searching for these assets for 12 years. During that time their combined compensation and expenses amounted to about \$150,000. Within the last year more than \$100,000 in cash has been recovered. It is expected that other assets of the defaulters will be found.

You have no information as to who gave out this statement from the Department of Justice?

Mr. ERWIN. I have not. You see there are a great many inaccuracies in that statement. I saw the article and was surprised to see—

The CHAIRMAN. You had not seen anything about the Greene and Gaynor cases emanating from the Department of Justice for some time previous to that, had you?

Mr. ERWIN. That says that the information came from the Department of Justice. I will tell you a little instance that throws some light on how those little things come out: We had a tracer that Mr. Johnson had traced up to a certain point that 10 days afterwards led to where Greene had \$150,000 in New York, and we did not know just where it was, but we had the clue, and we were following that out. An article came out, I think it was in the New York Herald—one of

the New York papers—alleged to be from the Department of Justice, Washington, stating that I had tied up so much money—Mr. Johnson and I—in this Carter case, and so on, and that it was known that I had clues to where Greene and Gaynor had their money hid and was going to get it within a very short time. On that very day, when that paper came out, Greene went to that place and took that \$150,000, or about that sum, and sent it over to Europe. I lost it, you understand, just by such a statement coming out in the paper; and I have always, persistently, myself declined to say anything about what I expect to do or what I intend to do or anything of that sort. I have always dealt that way with the newspaper men, and I have often tried in all ways to not put out anything that would prevent me from accomplishing hoped-for results.

Mr. MURRAY. That newspaper story you referred to in your incident, regardless of the source of it, seems to have tallied with the facts, did it not?

Mr. ERWIN. No; not by a good deal.

Mr. MURRAY. It was \$150,000, was it not?

Mr. ERWIN. No; for instance, it says—

Mr. MURRAY. No; I am not referring to this one read by the chairman, the one you referred to in your incident. That did tally with the facts, did it not?

Mr. ERWIN. Yes; but the fact was that the Department of Justice at that time did not know that we had that clue. Nobody knew it but Mr. Johnson and myself, and that was just a fine guess on the part of a newspaper man which upset our recovery of \$150,000, its being published at that time.

Mr. MURRAY. Now, is the extract that the chairman of the committee read as consistent with the facts as the one you referred to?

Mr. ERWIN. There is just enough in there to make it look plausible. I once came here to Washington and registered at a hotel and went out, and when I came back I found a newspaper reporter's card in my box, and the newspaper man asked me on the card to give him an interview. I did not want to be interviewed at that particular time especially, so that I stayed out and fooled around until 11 o'clock, and then came back and went to bed. I saw that there was another card which had been left there while I was out, but he did not catch me. Next morning I saw in the paper a long interview—about a column, I think, it was—telling not only what I had done, but what I was going to do and what I said I was going to do. I had not seen the newspaper man at all. The next evening I met him. I knew him quite well, and I asked him why he published that interview, and he said, "Well, I will tell you. I tried hard to get you, and I could not, so I took a long shot at you." He said, "I think I got it all right. I just dealt with the old facts. I think it was pretty accurate." I laughingly said, "It was just as near accurate as you usually get it. There was nothing right about it, but there is enough of fact in it to make it look right."

So I say now there is enough of fact in that first statement to make it look plausible; but it is incorrect, as we never got any money out of Denver, for instance, and we got none in Philadelphia. There has been absolutely no new find in the last few days, or anything like that. It is just something that may have originated from the fact

that in the last two or three weeks we have made some large deposits in the Treasury of cash from assets that we have turned into cash.

Mr. MURRAY. This news item from the World says, "This was developed by inquiries at the Department of Justice to-day." You do not know about that?

Mr. ERWIN. I was in New York, you understand. That was on the 13th.

Mr. MURRAY. Yes. When was it you got your telegram?

Mr. ERWIN. My telegram did not come until the afternoon of the 14th. You know, I think the newspaper men, whenever they get hold of men that are doing certain things, consider that good newspaper material, and they will write them up, or they will go to work and use old material and make a good guess, just like they did in the instance I have mentioned, which made me lose that \$150,000 that I would otherwise have gotten.

Mr. MURRAY. That was a good newspaper guess, was it not?

Mr. ERWIN. It was a good guess that made me lose that \$150,000. They did not know for years that they made me lose it, but they did.

The CHAIRMAN. I noticed, some time after this article came out, there came out an article in the Washington Post, which reads as follows:

SUITS WIN UNITED STATES \$75,000.

GREENE AND GAYNOR REFUND FOR SAVANNAH HARBOR FRAUDS—\$500,000 PAID BY CARTER—FIRST-NAMED MEN. FINED \$585,000 FOR THEIR PART IN DEAL, TOOK PAUPER'S OATH BEFORE LEAVING ATLANTA PENITENTIARY—NOW SUING GOVERNMENT FOR \$1,000,000 FOR BREAKING CONTRACT.

Announcement was made at the Department of Justice yesterday that the Government, during a fight of several years, has recovered about \$75,000 from John F. Gaynor and Benjamin D. Greene, convicted of gigantic frauds with Capt. Oberlin M. Carter in the Savannah Harbor contracts several years ago.

Search of the records showed that approximately \$500,000 had been recovered from Capt. Carter. That sum included, however, real estate and securities, some of which have not been sold. The courts allowed \$111,000 for Carter's counsel fee and expenses. There has been turned into the Federal Treasury on Carter's account \$227,852 in cash. Real estate and securities in New York, New Jersey, and Georgia, are still in possession of the Government.

SUITS STILL PENDING.

A suit begun in West Virginia to recover \$60,000 from Greene is still pending, and a civil suit to recover \$40,000 bail from Gaynor's surety is still pending in New York. The total recoveries from both Greene and Gaynor have consisted of \$45,460.85 on Greene's bail bond, and \$29,851 recovered from some of Gaynor's investments.

Both Greene and Gaynor owe a fine of 585,749.90. Both, however, took the pauper's oath before they left the Atlanta Penitentiary. They have sued the Government for approximately \$1,000,000, alleging abrogation of the Savannah contracts. The case is now in the Court of Claims.

Mr. MURRAY. That article also refers to information given out at the Department of Justice?

The CHAIRMAN. Yes.

Mr. MURRAY. You do not know anything about such information being given out in any of these cases?

Mr. ERWIN. I do not know anything about whether it was or not. I was in New York. But that last statement is more or less correct, you understand.

The CHAIRMAN. They give accurately the amount of cash recovered belonging to Carter and turned into the Treasury, \$227,852?

Mr. ERWIN. Yes.

The CHAIRMAN. That corresponds to yours?

Mr. ERWIN. Yes; more or less. I did not examine it very closely, but in general that statement is more correct than the other one.

The CHAIRMAN. I was just interested to know why, at this particular time, the Department of Justice apparently was so industrious about giving out details about the Greene and Gaynor cases.

Mr. ERWIN. I have no knowledge of that. I have been in New York, and arrived here this morning and came right up to your office here.

The CHAIRMAN. I will state here that I directed an inquiry to the Department of Justice about last Friday week, asking for this information, and a reply was received yesterday afternoon.

Mr. MURRAY. Your inquiry, Mr. Chairman, was a few days prior to the newspaper article.

The CHAIRMAN. Two or three days prior to this first of these newspaper articles. I do not know that there is any connection.

Mr. ERWIN. In general, I think that first article you spoke of was gotten up by somebody that was guessing wild on the facts, and had not gotten any strict official information. The last one seems to have been based on information that came from some person connected with the department.

Mr. MURRAY. Have there been any recent developments in the matter that make those cases of especial timely interest at this time?

Mr. ERWIN. I do not know, except that just about a week ago deposits in the Treasury were made of a considerable amount of cash. Part of the \$227,000 was turned into the Treasury about a week ago.

The CHAIRMAN. We were on the subject of the fees. According to my figures, you have received from the Treasury, for compensation during the 12 years, \$117,724, and expenses, \$21,000. Now, I wish you would take up where you were a little while ago and enumerate any other expenses for legal services made anywhere.

Mr. ERWIN. There was a certain amount paid to Canadian counsel—I do not know what it was that was paid—by the Attorney General for services of Canadian counsel in Canada, and a certain amount for counsel retained in England on those appeals that went to England.

The CHAIRMAN. Give us for the record the names of the counsel in Canada besides Mr. McMaster.

Mr. ERWIN. Mr. Donald McMaster, of Montreal, and I remember a Mr. Gustavus Stewart, of Quebec.

The CHAIRMAN. Who in England?

Mr. ERWIN. Sir Edward Clarke was employed in England.

The CHAIRMAN. You do not know anything about the compensation paid them?

Mr. ERWIN. No. It was to be fixed by the Attorney General, and I do not know how he did fix it. I understand all those counsel were employed in the criminal branches of the case, the extradition proceedings, and had nothing to do with the recovery of the funds; the costs have nothing to do with the recovery of these funds.

The CHAIRMAN. When did you and Mr. Johnson begin working together?

Mr. ERWIN. Mr. Johnson and I commenced work together about October, 1899.

The CHAIRMAN. Did his connection with the case begin prior to your connection?

Mr. ERWIN. Yes. Mr. Johnson, prior to that time, was a national-bank examiner, his home being in New Orleans and he having had charge of the Texas district. Later on he was detailed to the Department of Justice, to assist in the prosecution of certain national-bank cases, and so on. At the time that Mr. Griggs, the Attorney General, was reviewing the court-martial record by reference of President McKinley, he needed the assistance of an accountant to help him analyze the financial side of the evidence in that court-martial case, it being contended by a great many prominent people at that time that Capt. Carter was a second Dreyfus, that he was wrongfully convicted, and that there was no proper evidence to sustain the conviction. There was a mass of financial evidence that never had been digested and the effect of it brought out, and the Attorney General had Mr. Johnson detailed to go over that evidence with him. Mr. Johnson had worked with Attorney General Griggs for several months there, and was with Mr. Griggs and had charge of all those papers at the time Mr. Griggs rendered his opinion confirming the court-martial decision, and then turned the papers and Mr. Johnson over to me for the purpose of prosecuting in the civil courts the other defendants, to assist me in working out the case. At that time, of course, and until July, 1901, Mr. Johnson and myself were working entirely on the criminal branch of the case.

The CHAIRMAN. Have you and Mr. Johnson continued in your work of cooperation in connection with these cases from 1899 up to the present time?

Mr. ERWIN. Yes; the entire time, with the exception of some little time that he was assisting in the Sugar Trust frauds, a very short while in the Sugar Trust cases in New York, where he was detailed to assist them in working out some points they had failed in and which Mr. Johnson very quickly worked out.

The CHAIRMAN. Do you know how long he was engaged in that work?

Mr. ERWIN. A very few days.

Mr. JOHNSON. I think it was two or three days.

The CHAIRMAN. Only two or three days?

Mr. JOHNSON. On some special point they wanted.

Mr. ERWIN. Otherwise than that, he has been continuously working with me.

The CHAIRMAN. How has it been possible, Mr. Erwin, for Mr. Johnson, an expert accountant, to put in 12 years' time in an investigation of the Greene and Gaynor accounts?

Mr. ERWIN. It is one of the most possible things, because it is an actual fact, and the amount of work that was done in that case, if we brought it here to show you, as to what had to be done to work out the results in that case, would be very apparent.

To begin with, take the first proposition of the moneys. You must recollect that Greene and Gaynor and the Atlantic Contracting Co. kept no books; Carter kept no books; Westcott, Carter's father-in-law, kept no books. It was necessary to examine banks, brokers' accounts in different cities wide apart, match checks and analyze

them, work out the proposition through years as to what had become of the money that was paid out on the checks by Carter and the Atlantic Contracting Co. To do that you had to bring in a vast number of accounts from banks. Of course, you could not go right in a bank and say, "I want this item, so and so," and get that item.

The accounts, taking all of those banks there, run in 15 years, from the time those frauds commenced in 1891, running through even to the last years, accounts of individuals, Westcott, Greene, Gaynor; sales of securities and purchase of others, and resales and purchases, requiring innumerable examinations of accounts, taking off the accounts; and after you get out all the items, then to compare, trace, analyze, and demonstrate, what we did demonstrate in that case, in regard to the division of money or tracing of the trust funds through numerous changes. Then after you got the question of the division of money we had to trace these assets before we could find them.

I want to give you an illustration now of what happened. In the Greene and Gaynor examination in New York on the removal proceedings there in 1900, we showed how those divisions had been made and what Carter had invested his part in, and we had to do that to prove up the division between the three men. When that became known generally, and known to these defendants, Carter had at that time, but unknown to us, about \$400,000 of assets in the hands of an agent there in New York. He immediately had that agent commence selling off those securities in his own name—I mean in the name of the agent—and the accounts were through brokers. Then when the brokers paid by checks, the agent would take those checks and deposit them to his own account in banks over in Brooklyn. Then he bought new securities through other brokers and paid the brokers by checks on the Brooklyn banks. He then got all those new securities in and then transferred those securities to Carter's brothers in West Virginia and in Chicago. Then the brother and uncle in Chicago, through third persons, sold off those securities and reinvested the proceeds again.

Take all those ramifications, and when you go around and undertake to trace up those things from this bank to that bank and from this city to that city, follow all the clews, and finally work out those kind of things, it takes an immense amount of time. And those are the kind of things that took time.

Now, every one of the accounts in those transactions which we took off, Mr. Johnson would have to take them, and if from the bank accounts, we had to have them verified by the clerks. We would have them blue-printed so as to use them in whatever case it was necessary, because there were several cases in which they had to be used. All those things had to be prepared.

When it came to a brief, in the preparation of the brief of the financial transactions, for instance, it would have been impossible for me, without the assistance of Mr. Johnson, right at hand, to have briefed this matter in the way that it was briefed.

I want just now to show you an illustration of how we had to prove by circumstantial evidence from the accounts the divisions between Carter, Greene, and Gaynor. This which I show you now [indicating] is the printed brief that I prepared and used, a brief of the evidence on the merits, for the United States circuit court at

Chicago. In it, one-half of it is taken up with a discussion of the engineering features of the case, the frauds, showing how they were committed, with references to all the evidence by exhibit number.

The last half of the brief is taken up with showing how the divisions of the money were proved, by the matching of accounts, and other documentary evidence. The 32 divisions run over five years, in which two and a quarter million was divided up between them, we finally tracing all those transactions to the particular securities that were finally tied up through sales, resales, and all the ramifications through which they went.

I want to just give you an illustration of how those things had to be proved. Take, for instance, the most simple one, what I call division No. 9, August 7, 1893, showing how the money that was carried from Savannah to New York, was divided in thirds between them. Now, I start out, for instance, showing that Carter was in New York on August 7, 1893, as is shown by Exhibits Nos. 300 and 301. Those exhibits are all in evidence to show that Carter was in New York on that date. He admits this, and that he failed to state his absence from his station in his monthly report to the Chief of Engineers.

Then I refer here [indicating] to the page in the record where that can be found, where I made him admit on cross-examination that he was in New York on the day of that division, and that he has made a false report of his whereabouts.

On August 3, 1893, there was deposited to the credit of W. T. Gaynor in the American Exchange National Bank, Carter's disbursing check referred to by number, for \$39,075. We found that every time Carter was in New York that \$75 was deducted off the amount of the check before the division was made. And taking that allowance for the trip of Carter to New York off—\$75—it left for division \$39,000, one-third of which is \$13,000.

Now, on that account in which that deposit was made was a check of W. T. Gaynor, paid August 7, in favor of an unknown party, for \$13,075; in other words, cash. There was a contemporaneous deposit of August 9 in the account of R. F. Westcott with Reed & Flagg, brokers, of currency for \$13,000. Westcott was Carter's father-in-law.

On August 10 there was purchased in that account of Westcott with Reed & Flagg 10 Delaware & Hudson, Pennsylvania Co., bonds for \$12,825, purchased in the name of Westcott, and the currency deposited was \$13,000. There was a check, not described, for \$390. Then, on August 10 there was a check of Reed & Flagg to R. F. Westcott or O. M. Carter deposited to the credit of Carter at the Union Trust Co., covering the difference in excess of what the bonds brought, and which was returned to Carter, although purchased in Westcott's account.

I followed this through, with reference to the exhibits. Exhibit 251 shows that Carter deposited coupons from those bonds in his individual account in the Union Trust Co. September 1, 1893, March 2, 1896, March 6, 1897. September 1, 1893, was the first coupon period accruing after the purchase of these bonds.

In 1894 they were collected by R. F. Westcott and accounted for by Westcott, as we will see later. In 1895 they were deposited by Carter again, as shown by Exhibit 589.

All those proofs were documentary, from bank accounts, brokers' accounts, and documentary evidence. And in making up these briefs of all that I had to have Mr. Johnson to assist all the time in it. It was impossible for one man to carry such a mass of facts in his head or to keep charge of those exhibits, and it was not proper or right or safe to do it. In other words, we had to have a man in absolute custody of all those exhibits, a responsible man, as we should get them and have them ready for use, preserved and indexed, to assist me in my recollection of these things and bringing them up and correlating these facts, to show in the briefs the proof showing the divisions of money, and tracing them out.

In all the different districts the assets were different that we traced and tied up. In other words, if we tied up certain assets in New York that came from these trust funds they would be traced from different trust funds through different trusts. If we tied up assets in Chicago it required different bank accounts to prove it, different tracings, different brokers' accounts, different evidence, and so on.

We have now 26 large boxes of papers. Take the criminal case in the trial at Savannah, which was before the jury three months. It went on like clockwork, without any adjournments. The Government never kept the case waiting a minute. It was thoroughly prepared. And yet it took us three months—the Government and the defense together, I mean—in putting in the evidence in that case, in making out the engineering feature of the case and putting in proofs of tracing the money, and all that.

It was absolutely necessary to the preparation of those briefs and in the handling of the case that I should have an expert accountant. It is true that I had done a large amount of work in fraud cases and made somewhat of a record on it before I ever engaged in this particular case. But no one knows the difficulties, unless a man has been through it, of carrying the immense amount of facts in his head and handling a fight in court at the same time, with able lawyers. I suppose the defense in the various branches of this case could not have had less than 75 or 100 lawyers that I fought in that time, in various branches of the case—many of them recognized as among the ablest lawyers in the country. I have never lost any branch of the litigation from one end of the cases to the other, unless it be that I consider it a loss that the court allowed those large fees to defendants' counsel in the civil suits in the Carter case. But outside of that, in every branch of the criminal case and the civil cases, I won out in all the courts in the final results.

Now, we could not do that without having a thorough expert accountant to handle that case. It is a case peculiarly of documentary evidence. It was a case where the oral evidence of the defense was always just the other way, yet the absolute documentary evidence was so strong that it would be irresistible before the jury and before the court when it was properly arranged.

But Mr. Johnson had to assist me in the preparation of all the data, and we had to work through the banks and other institutions getting the things out. Now, I never, or seldom, worked in a bank myself in actually copying off figures. Mr. Johnson did. I would go to the banks and brokers and get him access and an agreement to let him get the data or aid in getting it with clerks.

I regard Mr. Johnson as one of the most expert accountants—the most expert accountant—that I have ever known; and I know he has

done his work thoroughly, well, and diligently, and when the exigencies of the case have required it we have many times worked all day and until 1 and 2 o'clock, and at times until 3 o'clock at night to make the things go through in time.

I want to say in regard to getting information such as we had to get as facts in this case, that sometimes it was hard to get at, but in general we got it even without process. I have gone to institutions when I wanted to trace things and asked to see things, and they would tell me flatly they would not show them or give me information. I have talked to them and interested them in what I was doing, talked to them from a patriotic standpoint, and before I got through they would give me the information and give me access to things that they would not give to anybody under ordinary conditions at all. When I would get access, Mr. Johnson would get the accounts from the banks, and we have got a mass of accounts now that are not represented in any of these suits here, an amount of data that would be astonishing to you if you looked at it, and may or may not mean a very great deal to the Government in the future, according to what may be done.

The CHAIRMAN. You had to work out all the accounts in connection with the contract work at Savannah and elsewhere before you got your indictments against Greene and Gaynor, didn't you?

Mr. ERWIN. At the time we had the indictments, we had not proved the division by thirds between Greene, Gaynor, and Carter. That was proved after the indictments were gotten and after Mr. Johnson and I went to New York and while Judge Brown was holding up his first opinion. During the five months that he reserved his opinion there, Mr. Johnson and I worked on the proof of the division by thirds between Carter, Greene, and Gaynor.

The CHAIRMAN. That was while the matter was pending up there relative to his extradition?

Mr. ERWIN. Removal to Georgia.

The CHAIRMAN. Removal from New York down to Georgia?

Mr. ERWIN. Yes.

The CHAIRMAN. That was about 1901?

Mr. ERWIN. That was concluded finally in January, 1902; so when these final removal proceedings were concluded—

The CHAIRMAN (interposing). Prior to January, 1902, then, you had worked out all the details in regard to the contract down in Georgia, showing the fraudulent character of the relations between Greene and Gaynor and Carter, and you had worked out the method by which they had divided the spoils between themselves?

Mr. ERWIN. Well, we could say earlier than that. Prior to July, 1901, we had worked out the proof of the divisions of the money in the way that is indicated here, like I have explained it—the way they had done it between Greene, Gaynor, and Carter, but not as completely as we got it afterwards. A great many things opened up that we did not get hold of right then—things that you could not explain.

For instance, right now, when this brief here was made up, I refer in this little accounting, in what I call the ninth division, to an unexplained check for \$390 in Carter's account. We got at evidence a little later indicating just exactly what the item was, and which explained it. They were making a great point in the defense about

that little \$390 check which we could not explain, and trying to throw it out.

But, in general, we had proof of the divisions between Carter, Greene, and Gaynor as early as 1901; but there was a very great amount of additional evidence of various sorts in regard to making those tracings more conclusive that we got later on.

The CHAIRMAN. And since 1901 you have gotten the data by which you have traced—

Mr. ERWIN. From there on we have traced the reinvestments and finally tied up the assets.

The CHAIRMAN. So as to successfully prosecute the civil suit.

Mr. ERWIN. Yes.

The CHAIRMAN. Of course a great deal of data you got for the prosecution of the criminal suit was also available in the prosecution of the civil suits?

Mr. ERWIN. Yes; that is correct.

The CHAIRMAN. Has Mr. Johnson maintained an office? Where is his headquarters?

Mr. ERWIN. We have been going around wherever our services were needed. We were in Chicago. Right now, we are in New York—just wherever the particular kind of service is that we are on.

The CHAIRMAN. Has Mr. Johnson been engaged in any other character of work during these 12 years? Has he devoted any of his time to other work than the Greene cases, except those two or three days to which reference has been made?

Mr. ERWIN. Nothing else.

The CHAIRMAN. He has not done work as a general accountant?

Mr. ERWIN. No; none whatever. I can say that from my personal knowledge Mr. Johnson has stuck at it as close and given as devoted attention to it as a man could. We have a mass of accounts of banks and things representing vast detail work that are not represented in these suits in which we have achieved results from in various places and cities of the United States; right now, you understand, that may mean a great deal or may mean a very little, according to what comes of it. I do not think it is good public policy for me to go into that.

The CHAIRMAN. Well, I would not want to ask you any question or have you to give any information that would interfere with any proceeding upon the part of the Government, or affect the rights of the Government in any kind of way for the future.

Mr. ERWIN. I can say this in regard to Mr. Johnson, that I know personally he was offered a better position and better prices than he has been obtaining from the Government since engaged on this work, but he would not take it because of the fact the department and myself thought we ought to bring these cases that we were in to a satisfactory conclusion, and then leave it to the Attorney General to let us quit whenever he saw the proper time to do it. I have expressed to him my desire to give it up just at the very minute that he thinks no further effort should be made to get back anything else.

The CHAIRMAN. Within your knowledge, has Mr. Johnson been performing any duties as bank examiner since he was detailed to work on the Greene-Gaynor case?

Mr. ERWIN. No.

The CHAIRMAN. Now, Mr. Erwin, could you give us for the record the names of any other employees of the Department of Justice, or of any other department of the Government that have been used, that have been engaged in the work in connection with the Greene and Gaynor cases?

Mr. ERWIN. Well, I will state this: That in regard to ferreting out these moneys or getting evidence for proof of guilt and all those things during all these years, running through to about five months ago, Mr. Johnson and I were in the sole conduct of the cases. It was our entire individual work, working out all those matters. We had not, some four or five months ago, been able to lay our hands on certain assets that we thought we should have been able to reach. For instance, I spoke of some \$600,000, you understand, that had disappeared at a certain time. Mr. Johnson and I had worked on the various branches of the matter and we had certain things in tow, and the Attorney General thought that perhaps if we had the aid of the Secret Service Division—special agents, you know—of the Department of Justice, that, working from a different standpoint than that from which Mr. Johnson and I were working, something might be accomplished. We were working through the accounts and tracings and various things of that kind and any other kind of information we could get. But then it is a different class of work than that for which you would employ a secret-service man. So the Attorney General detailed a man to do special work to see if we could not locate some additional assets. He worked on it several months and he thought he had gotten in certain ways—in fact, he did get a certain kind of evidence that indicated very strongly that there was a very large amount on deposit in a box in a certain bank in Canada.

I don't know whether I am giving this to the newspapers—

The CHAIRMAN. Of course, you understand what you are saying will appear in the printed hearings of the committee?

Mr. ERWIN. I just merely mean to say that I made a trip to Canada and investigated that, and without saying how or why, I know it was a false lead, you understand; and the special agent was taken off of the case, and that line of attack was given up.

The CHAIRMAN. Is that the only instance in which you were aided by a representative of the Bureau of Investigation of the department?

Mr. ERWIN. Yes; that is the only instance.

The CHAIRMAN. Did anybody, in connection with the Treasury Department or the War Department, or any other department, work with you?

Mr. ERWIN. No.

The CHAIRMAN. In the conduct of your work in Canada and elsewhere I suppose you have had authority to contract for the necessary expenses?

Mr. ERWIN. Yes.

The CHAIRMAN. Doing whatever was required to be done there?

Mr. ERWIN. Whatever was required to be done there; yes.

The CHAIRMAN. Including the boat rates on the St. Lawrence?

Mr. ERWIN. I came near getting \$50 knocked out of my account on that trip. When I had that boat lying there at the wharf at Quebec, the captain of the boat did not know what he was going to do except he thought he was going to take out a lot of gentlemen

on a fishing frolic on the St. Lawrence. I had orders from his owner for him to obey instructions, which I had to give him; but I was not going to give them to him until I had the prisoners aboard. It is a 200-mile trip from Quebec up to Montreal, and I did not know what would happen. I thought the boat ought to be stocked up with something to eat for the prisoners and officers, and then I wanted the captain to feed good and take that boat through all right, and to obey the orders, and the like. I did not want him to go out and take vouchers for getting the provisions and things. I wanted him to go out and get them; I did not want to be known myself. But I did not want to excite suspicion by giving vouchers to people, because I knew if they were on the watch for anything it might excite suspicion. I gave him \$50 to stock the boat with provisions, and other little additional expenses—I have forgotten what they were now. But, at any rate, he got the supplies aboard, and hardly got back in time himself. We just did get him aboard, too, when the boat pulled out and left. I never did get any voucher proof of that \$50. But I stocked that boat with provisions, and I had a time ever getting that allowed. But it was finally allowed.

The CHAIRMAN. Have you ever made any computation so as to have an intelligent idea as to the total amount that has been paid out by the Government in the prosecution of these cases, in one way or another?

Mr. ERWIN. I have not; and I hardly know how it is practical. For instance, you can get an idea of things from this: I saw it stated pretty authoritatively that the prosecution in the Molineaux case in New York cost the State authorities there over \$200,000. That was a comparatively simple prosecution in one State, without any running away or anything else; just that criminal prosecution. In a general way the expenses I have been questioned about have had run in with them a lot of things that belonged to the court-martial proceedings under military laws. We have all those expenses run in along with the expenses with regard to the other things. Then the expenses relative to the removal of proceedings are run along with the other things. That is a branch of a criminal case in New York. Then there are the extradition proceedings that pertain to out international relations and are not strictly the enforcement of the law in the United States, you understand. You have all those expenses considered, and what it took to carry out those proceedings, and I think that the result achieved in the extradition of those men has been of untold value to the Government. I am just taking that branch of the case in this feature, that it is no longer now considered safe for a man to commit a crime and run to Canada. Up to that time they had the precedent of the Eno case, where extradition had been a failure. Since the Greene-Gaynor case criminals believe if they go there now it is not safe. The result of that case was the breaking up of a harbor of refuge in Canada, and it has been of immense value.

Take the other branch of the case, the relations of the Government engineers and contractors. In Carter's case this was a peculiar situation, and yet it is a marvel to me that the Government ever allows it, but it still exists—that the engineer officer who devises projects and schemes for improvements and then recommends them, and when appropriation is made gets up the form

of the contracts and lets the contracts is also given the supervision of the work and finally is given the money to pay the contractors—the approval of the work, the supervision of the work, payment for the work, and all intrusted to one man. The combined powers in Capt. Carter of deviser of the work, letter of the contracts, in charge of the supervision of the work and the handling the money, and approving the payment for the work, enabled him to commit these great frauds by entering into a partnership with his contractors. I think that the conviction of the contractors in that case, in connection with the conviction of Capt. Carter, has brought about a moral carefulness that has been of untold benefit to the Government. I can see and hear it everywhere I go, and see the effect of it. When you take the cost of a great case like that, where the Government has persisted, year in and year out—it did not make any difference what happened, we would go right ahead and bring them home wherever they went, bring them to justice, and finally try them and put them in the penitentiary and fine them—take away from them the money with which they have profited. That has been the great result in this case, and compared with other cases I think the cost, properly divided up into the particular branches of the case to which it belongs, are trifling compared with the cost of other great prosecutions.

The CHAIRMAN. How many briefs of this kind [indicating a thousand-page analytical brief of the evidence in the Carter civil cause] did you have to prepare?

Mr. ERWIN. One for the circuit court, a second one for the circuit court of appeals, and a similar one for the Supreme Court; I just merely made addenda to the one in the circuit court of appeals for the Supreme Court. In the case in the Supreme Court I had special briefs on the law. Those are briefs on the facts, really. That is more of an analytical brief of the evidence. In certain portions of it I have had persons who read it. They tell me it reads like a story, because it is arranged analytically. I made many more briefs in different branches of these cases. I do not know how many different branches I have had to do with; and about every branch of it, pretty nearly, of any consequence, has gone to the Supreme Court of the United States. I prepared very voluminous briefs of the evidence and law for the circuit court of appeals at New Orleans in the Greene and Gaynor criminal case.

Mr. HUBBARD. In the preparation of each of these briefs you had to have the help of anyone?

Mr. ERWIN. No one but Johnson, for the preparation of the briefs and things like that. When I went into the trial of that Greene-Gaynor case in Savannah I did not have a gray hair in my head. I had a number of them after I got through, after that three months' trial. I would not go through it again, if I could help it, for anything. I suppose a man might have to do it.

I think if you will compare the cost of this case, its various proceedings, with the cost of other ordinary prosecutions of any consequence, you will find that the costs are not out of proportion. If you join them all together, the court-martial proceedings, which belong to correcting Army troubles, the criminal cases, and the civil cases, and all that kind of thing—it took over 12 years—it may look rather large. But the results have been attained in these cases. I do

not know any other case in the history of the Government where it has accomplished any better results than in this.

The CHAIRMAN. You understand this committee is looking into these expenditures of the Department of Justice, and all in the world we want are the facts. If the facts commend the Department of Justice, we will be glad of that; if the facts condemn the Department of Justice, we will adjust it, because it is our Department of Justice. We want only the facts. We recognize that this is a big Government, and it is amply able to pay anybody who renders service to it a fair, reasonable consideration for those services. The only thing we are interested in is to ascertain whether or not the Government has gotten a return like that for the compensation that is paid. If it has paid big fees, it ought to receive big returns; and that is all the interest we have in the matter.

Mr. ERWIN. Yes, I understand that would be that way. For a certain class of cases you want men with certain special qualifications. The Attorney General, Mr. Knox, knew it at the time. It was called to his attention by Army officers and others, that there was a special adaptability that I was supposed to have for that kind of a case, besides the general fact that I knew of the case as district attorney in Georgia. That was that I had a diploma as a civil engineer. I had studied civil engineering before I practiced law. I never followed civil engineering as a profession, but I had my diploma, and had led my university in those kind of studies—scientific studies and engineering—and I afterwards went to practicing law and did not follow engineering. But this case was largely one of fraud in hydraulic engineering, which is one of the most complicated kind of things in the engineering line. And then, in addition to that, I had had a considerable practice and reputation in the handling of fraud cases; and those two things, among other things—demonstrated by the work that I had just done in connection with Mr. Johnson in New York in proving what the court-martial had never been able to prove, how the money had been divided—made the Attorney General think that I was the right man to take charge of the tracing up, the tying up, and the winning back these funds for the Government. I absolutely declined to take the case on any less basis than that which was fixed at the time, and I did not care to take it then; but, having gone into it, I fought it through to the end and won out. But if I had it to do over again nothing that I got from the Government would induce me to take it. I regard it as the mistake of my life from my individual standpoint.

The CHAIRMAN. You had Mr. Adams to assist in the prosecution of the criminal case, and then, when you went to Canada, you had Mr. McMasters there, and another attorney there?

Mr. ERWIN. I should have stated that Gen. Barr was also employed in the criminal case in the trial only in Savannah. Gen. Barr was the judge advocate who had prosecuted Carter in the court-martial case. He had retired, and was a very old man at the time, and I think his compensation was about \$1,500. He did not take any active part, but it was thought advisable, because of his relation as judge advocate, and it being an Army case, and as it affected the court-martial proceedings, that we have Gen. Barr, and we did have him in that case.

The CHAIRMAN. In the prosecution of these civil suits, you have not had anybody associated with you at the expense of the Government as an attorney?

Mr. ERWIN. No.

The CHAIRMAN. There are two or three things about the case that attracted our attention and on which we want some information. In the first place, it seemed to us peculiar that it should be necessary to have the services of an expert accountant for such an extended period of time. Of course, we knew but little about the details of the case and the character of the work. But the fact that such extended services had been necessary and such a large amount of expenditure had been incurred for the services of an expert accountant we wanted information on. Then, again, the feature of the case that attracted our attention first was the dual employment. You were district attorney of the southern district of Georgia. We assumed that you were under obligations to give to the Government as much of your time as the Government could rightfully demand in the prosecution of Greene and Gaynor or anybody else. I recognize the fact that the Comptroller of the Treasury has decided that dual employment is legal. I know, also, that the the Supreme Court has rendered the same decision. But, with due deference to that high authority, I think it is in the very teeth of the law which declares that no man in the employment of the Government shall receive any extra compensation for extra services.

I think it is bad in policy and bad in practice, and while good results may have been attained in this particular case—a fact that I am not attempting to pass on now—it seemed to me that it was a very bad policy for the Department of Justice to follow. It necessarily results that your time and your attention and your thoughts have been taken away from your work in Georgia, and you have not been able to render the Government the service as district attorney of the southern district of Georgia that you otherwise would. You could not, in the very nature of things, it seems to me, because you have been necessarily kept away from your district. I think if the Government was going to use your services in the Greene-Gaynor case, there should have been a discontinuance of your services as district attorney of the southern district of Georgia. It might have meant, in the long run, as great an expenditure in money for the Government; but in that event you could have given all your time to the Greene-Gaynor case, and the appointee down in the southern district of Georgia could have given all his time to the performance of his duties there. Of course, I recognize it is a matter that you can not control; I am not censuring you for it. But I am just expressing the opinion that it is a bad policy for the Department of Justice to inaugurate and maintain.

Mr. ERWIN. I suppose there is no law so well established as the law that all rules are proven correct by the exceptions, and I think the exigencies of this case made the exception for my employment by the Attorney General. One of the reasons was I did not want the appointment; I did not want to give up my district, the southern district of Georgia, and the Attorney General thought that I was the man to work it out, if it could be worked out. I think the history of the case shows that I did work it out, and that the opinion of the Attorney General was correct, in that he thought I could work it

out. I do not mean to say that there was not some other man who could have done it; but simply from the Attorney General's standpoint, at the time he made that employment, he was correct in his judgment that I was the man at that time who could work it out. I did work it out, and I do not think that my district has suffered.

I think, in point of fact, that the prestige of that conviction, and one or two other convictions that I have brought about in Georgia, have raised the standard of the enforcement of the law in that district above what it is in most any other district—as much so as in any other district, without making invidious comparisons—in the United States. A conviction like that accomplishes wonderful results. In a great case like that, with frauds originating in that district, to have kept a district attorney, who was capable of handling it and bringing those men to justice, doing nothing but handling the small matters that came up that could be handled otherwise, while the great fraud committed in that district was neglected—there was the place where the crime was committed—to let those men go and defy the Government in New York, and then go to Canada and defy the Government, and not send the one man there who knew the facts and could handle them, to bring them back, I think would have been a great governmental mistake; that something ought to have been done and it was done by the Attorney General. It is possible that he might have gotten somebody else who could have accomplished the result, but it is not always so certain that the results would have been the same.

The CHAIRMAN. Understand, I am not underestimating the character of your services. From the statements made you seem to have been extremely successful to have won these cases in all the different branches, and you are to be congratulated on it. We recognize that there were probably weighty reasons that gave you special fitness for this particular work, and the Attorney General took them into consideration. I am not attempting to criticize your work or to criticize you for what you did in the case. It may have all been necessary, all this expenditure. We simply wanted to arrive at the facts. We recognize the fact, also, that when it comes to the enforcement of the criminal law this Government does not stop to consider the cost. If a man flees to Canada the purpose of the Government is to bring him back and make him face a jury and answer for the crime he has committed, and that it can not stop to consider the question of cost.

Mr. ERWIN. I want to state right in that connection, that while I was up in Canada, after I had carried Greene and Gaynor up to Montreal, in an interview with Greene he offered to pay over to the Government \$300,000—he and Gaynor—if the Government would stop the prosecution against him and Gaynor—stop the civil suits and prosecutions. He offered \$300,000. In that interview with Greene, when he told me that, I told him that I had not considered any question of reaching a settlement of the criminal cases, I knew of no law for it; but if there was, if he would put in writing what he would do, I would see that the matter was submitted to the Attorney General. I told the Attorney General about it, Mr. Knox, and he did not take any action on it further than to say, "Let him submit anything he chooses," something of that sort. But I am illustrating the fact that that criminal prosecution right there could have been converted into \$300,000 if the Government had wanted it. But it

was not a question of expense in bringing those men to justice; it was a question of getting them so as to have it as an example for everybody; and it has been an example for people who have wanted to run to Canada ever since.

Mr. HUBBARD. It seems to me this should be remembered: Here is this complication of cases—first the criminal case and then the civil case. So far as the prosecution of the criminal case is concerned, in Canada, in New York, and at Savannah, this gentleman was absolutely in the line of his duty as district attorney of Georgia. He was performing those services which he was properly called upon to perform. The fact that some of them were performed outside of the district entitled him to all the compensation that he has received, the services that he rendered—that is, I mean, on the criminal case. It so happened that in the prosecution of the criminal cases there came to him the acquisition of knowledge and of experience which rendered him the one man most fitted for the prosecution of the civil cases. I think it was eminently fit and proper for the Government, under those circumstances, to enter into the contract that it did enter into with him for the prosecution of the civil cases, as well as the criminal cases, and we all know something with relation to the duties of the district attorney. The mass of those duties occur at different times.

As a general rule, they do not require all of a man's time. The district attorney is allowed to prosecute business for himself as an attorney. This gentleman practically gave up all private business and devoted himself solely to the business of the Government. He prosecuted such business as arose in his district. It is not shown, or no claim made, that it cost the Government an additional penny for the work of district attorney in his district over and above that which he himself was capable of performing. I would think that it would be a very poor policy, indeed, to say that district attorneys over the country might not be taken away from their homes and put at work elsewhere and be paid an additional compensation therefor. Otherwise they could not afford at all to leave their homes. So it seems to me that even implied criticism of this gentleman for that which he has done would be uncalled for.

The CHAIRMAN. You are aware of the fact, Mr. Hubbard, that for many years it was held that it was not legal to do that?

Mr. HUBBARD. No; I do not know that I am so advised.

The CHAIRMAN. The Comptroller of the Treasury originally held that when a district attorney performed work outside his district the only compensation he could legally receive would be his expenses.

Mr. ERWIN. The Supreme Court reversed that decision.

The CHAIRMAN. The Supreme Court reversed it on the ground that the Assistant Attorney General was not an officer within the meaning of the law, I believe.

Mr. ERWIN. That is, the special assistant.

The CHAIRMAN. Special assistant I meant.

Mr. ERWIN. In other words, that when a man is appointed to that position he is just appointed to assist in that case. I want to state, just to illustrate, while I am a Republican, I have never been what might be called, so far as I know, a partisan man. I am not even now what you might call a politician. But during the administration of Mr. Cleveland, when he came in I was employed in one or two

special cases by the Government. Having been district attorney previously, and having made a certain reputation with the department, my services were thought to be valuable, and I was employed as special assistant to the district attorney for those particular prosecutions, and I know it was not a question of taking an office, but it was a question of being employed as attorney. And so it is in these special cases, as I understand it. My authority is limited to representing the Government in the particular cases as special assistant to the Attorney General, and it is an employment as any other attorney would be employed by a private individual in a suit and not an office, according to the decisions. That is the way I understand it.

Mr. HUBBARD. Take this case as an instance, the one we have here before us. Suppose the Government employs this gentleman at \$3,500 a year as attorney in the southern district of Georgia; suppose it had been the privilege of the Government of the United States to demand that at that compensation he should undertake all these various lines of prosecution. There would have been but one thing for him to do, and that would be to refuse; he simply could not do it.

Mr. ERWIN. Resign?

Mr. HUBBARD. He could not have done the work.

Mr. WITHERSPOON. You say your court in the southern district of Georgia is held in five different cities, or places?

Mr. ERWIN. Yes.

Mr. WITHERSPOON. About what is the length of its sessions?

Mr. ERWIN. The principal places of holding courts are Savannah and Macon, Ga. The other courts generally are courts of very short sessions. Of course, there are certain lines of business that come up at seaports that require, usually, more business; and then, again, in the Macon division, it touches the revenue cases, more of a mountain district, "moonshine" cases. The other courts that have been created have not made it necessary to take very long sessions. The court would hardly ever sit at those other places over a week or 10 days.

Mr. WITHERSPOON. A week or 10 days' session, and it is held twice a year?

Mr. ERWIN. Yes; that has been about the rule.

Mr. WITHERSPOON. These two courts where you had the most business, what was the length of those sessions?

Mr. ERWIN. Sometimes a month or six weeks or two months. Just according to the nature of the business.

Mr. WITHERSPOON. During those two years you were engaged in these cases you have described, how many of those courts did you miss attending?

Mr. ERWIN. I was at most of the courts when there was certain important Government business to be tried. Of course, sometimes the court would fix the calendar to try civil cases, for instance, at Savannah, admiralty cases, and unless the Government had an admiralty case—sometimes it did, you know—there would not be any use in my being down there when the court was being held. If it was time for criminal calendar, I would put that on and go through with it. I have tried a good number of cases since this case was on, some cases of special importance. I was down and tried certain cases about six weeks ago in Macon, Ga. I was two or three weeks right at that particular time there myself.

Mr. WITHERSPOON. During this time you were so busily engaged with these cases in New York, Canada, and elsewhere, did you miss many of the courts in your district?

Mr. ERWIN. Yes; I did. I missed a number of them. My business was attended to by my assistant, Mr. Akerman.

Mr. WITHERSPOON. Was he able to attend to the business all right when you were absent on this other business?

Mr. ERWIN. He did so; yes.

Mr. WITHERSPOON. You never heard any complaint that he could not attend to it without you?

Mr. ERWIN. No. Mr. Akerman is a pretty able man himself. He is a son of Ex-Attorney General Amos T. Akerman, who was Attorney General under Gen. Grant for a time; and Mr. Akerman is a pretty able man.

Mr. WITHERSPOON. How many cases in the courts in your district do you think you actually participated in the trial of during these years you were engaged in the Greene-Gaynor cases?

Mr. ERWIN. I could hardly guess at it.

Mr. WITHERSPOON. Were there many?

Mr. ERWIN. There were a good many. Very frequently I would take charge of a grand jury, draw the indictments, get the indictments, brief them, and then leave them for my assistant to try; sometimes, in that way, without being in the actual trial of cases. When there were special cases that I was needed in particularly, I would go down at the time they were set for and assist in the trial. As an illustration, as I say, just three weeks ago I was down in the trial of some peonage cases in Georgia, which I took charge of.

Mr. WITHERSPOON. During these years, when you were trying cases for the Government outside of your district, did any district attorneys from other districts ever come down in your district to try cases there?

Mr. ERWIN. No.

Mr. WITHERSPOON. Your assistant was able to attend to all the business there without district attorneys from other districts coming to aid him?

Mr. ERWIN. I make an exception to the fact that in interstate commerce cases the commission has to have special attorneys. They have not been district attorneys from other districts, you understand, but they have been special attorneys—special assistant attorneys general, or some officer who has come down especially in charge of a class of cases of which he is supposed to have peculiar knowledge; such, for instance, as the interstate commerce law violations and trust violations. There have been numerous cases where special men were detailed in that particular class of work, supposed to have special charge of that class of work. They have come down to that district and more or less led in the conduct of that kind of prosecutions or suits.

The CHAIRMAN. To what extent has Mr. Akerman's time been engaged since he was appointed Special Assistant Attorney General?

Mr. ERWIN. I think he served for two or three months. I think that was all. It was a short appointment, and ended shortly.

The CHAIRMAN. Are you sure it is ended?

Mr. ERWIN. Yes; I think so.

The CHAIRMAN. What salary was he receiving as assistant?

Mr. ERWIN. I do not know; it was out of my district.

The CHAIRMAN. I mean as assistant district attorney.

Mr. ERWIN. I think it was \$2,400 a year.

The CHAIRMAN. That special employment that you say lasted only two or three months—

Mr. ERWIN. You are now referring to his appointment as special assistant to the Attorney General?

The CHAIRMAN. Yes.

Mr. ERWIN. I do not speak authoritatively about Mr. Akerman's employment, because it was outside of my district. He was employed for a special service, investigating certain alleged newspaper frauds, in which the Atlanta Journal—known as the Hoke Smith organ in Atlanta—and the Atlanta Constitution, of which my nephew, Clark Howell, is principal editor. Each of those newspapers was charged with wrongdoing. Mr. Akerman was sent up to investigate that under some special appointment by the Attorney General, and I did not have anything to do with it or know any of the details, and kept out of it, because, as I say, my nephew's newspaper was one of them supposed to be concerned. I understand the grand jury found no bill against the Constitution. They did not get any indictments, and that ended it. That is my understanding.

The CHAIRMAN. Those proceedings were at Atlanta?

Mr. ERWIN. Atlanta, yes; not in my district.

The CHAIRMAN. That is not in the southern district?

Mr. ERWIN. No.

The CHAIRMAN. Who is the district attorney there?

Mr. ERWIN. Mr. Carter Tate.

The CHAIRMAN. Do you know how many assistants he has?

Mr. ERWIN. I do not.

The CHAIRMAN. Do you know anything about the necessity for the employment of Mr. Akerman, your assistant district attorney, to go to the city of Atlanta to take charge of grand jury proceedings against certain newspapers?

Mr. ERWIN. I know nothing of it. I was not even there when he was employed, and I do not know anything about the matter except that I know it created a good deal of feeling, and the like, and newspaper talk.

The CHAIRMAN. No indictment, you understand, was secured?

Mr. ERWIN. No indictment was secured against the Constitution.

The CHAIRMAN. I notice in a table submitted to us by the Attorney General that Mr. Akerman received \$2,500 for his services and \$383.35 expenses, making a total of \$2,887.35, compensation and expenses, for such services as he may have rendered in the northern district of Georgia; and your understanding is that that service extended only over two or three months' time?

Mr. ERWIN. I have stated that I could not say anything about it.

The CHAIRMAN. How far is Macon from Atlanta?

Mr. ERWIN. It is about 100 miles.

The CHAIRMAN. Do you know how many times Mr. Akerman went up to Atlanta under this employment?

Mr. ERWIN. I know nothing about the matter at all.

The CHAIRMAN. Do you know how long he stayed away at any time from Macon?

Mr. ERWIN. I do not know that, even.

The CHAIRMAN. When he was away and you were away, who was looking after the business?

Mr. ERWIN. I would state this, that when Mr. Akerman was away in January, I went down there and took charge of the court proceedings—I think it was January he went up to Atlanta. I did not know, however, he had been employed, previous to that time, until he went to go up in that case. When he informed me of his employment in regard to the matter, and that the Attorney General wanted him to take charge of that, I stayed over there, handled the business in court, and Mr. Akerman went up there then. The court was in practical recess for a time when he went to Atlanta again. I really know very little about what Mr. Akerman did in Atlanta, because, as I say, my close kin, my nephew, was one of the proprietors of the Atlanta Constitution, and I did not inquire from Mr. Akerman any of the details. I had a delicacy, occupying the position that I did, district attorney in the southern district, of asking him anything about it, and I do not know about it. I know it created a great deal of stir, and it was never contended that my nephew was personally concerned in the matter, but it was claimed his newspaper was. Anyhow, they never got any bills against them.

The CHAIRMAN. Did you ever hear any reason why the district attorney or some of his assistants at Atlanta did not look after the interests of the Government in connection with those cases?

Mr. ERWIN. No; I did not. I did not know anything about it. I presume if there was any kind of a reason for it I would be the last man they would talk to about it, because it was aimed in part at least, as I say, at my nephew's newspaper, and I would have been disqualified in any of those matters that came up; because personally I believe he is one of the most honorable, straight men that I ever knew of, Clark Howell; whether anything went wrong with the paper or not I do not know. The Post Office Department seemed to think there had been, and that other newspapers all over the country had been evading the payment of proper postage.

The CHAIRMAN. I believe that is all.

TESTIMONY OF MR. EDWARD I. JOHNSON.

The witness was duly sworn by the chairman.

The CHAIRMAN. Your home was formerly in New Orleans?

Mr. JOHNSON. Yes, sir.

The CHAIRMAN. At the time of your connection with the Greene-Gaynor case, in what business were you engaged?

Mr. JOHNSON. I was a national-bank examiner, and I had been assigned to special criminal work in an investigation at Asheville, N. C. They brought me from my district in Texas up to Asheville.

The CHAIRMAN. How long had you been a national-bank examiner?

Mr. JOHNSON. Since April, 1894.

The CHAIRMAN. How long had you been engaged in this special work?

Mr. JOHNSON. During the time I was national-bank examiner considerable of my time had been engaged in this special work, also. But I have been continuously engaged from May 15, 1899, on the various branches of this Greene-Gaynor-Carter litigation.

The CHAIRMAN. Have you anything to say, Mr. Johnson, in addition to what has been said by Mr. Erwin, relative to the necessity of your working continuously for 12 years on this case?

Mr. JOHNSON. I thought probably Mr. Erwin did not explain to you that each tracing of each man's assets, Carter, Greene, Gaynor, or anybody else connected with the case, entailed additional extra work. For instance, Greene's investments were entirely different from Carter's; Gaynor's investments were entirely different from Greene's; and going into those three features, my work was very much increased, and has been increased, and there is a great deal of investigation that never appears in all these cases.

In justice to myself I would like to say I have been on this case at great personal sacrifice to myself. Two years ago I was offered a position—a little over two years, now—that probably would have paid me fifteen or twenty thousand dollars a year. I went to the Attorney General and explained it to him, and he said, "Now, Mr. Johnson, could you conscientiously leave the case, under the circumstances?" I said, "Mr. Attorney General, it is not on account of my superior ability, but I recognize the fact that I have been on these cases so long that it would be almost an impossibility for any person else to take up the work just at this point." And I stayed. I recognized that fact. Previously to that I had been offered several positions which would have materially increased my compensation and added to my comfort; but I thought under the circumstances that, having accepted this position, and they having paid me good compensation, I was morally obligated to bring the work through to a completion.

The CHAIRMAN. What compensation did you receive as a national-bank examiner?

Mr. JOHNSON. National-bank examiner is a fee position.

The CHAIRMAN. He is paid so much for each bank he examines, according to the size of it?

Mr. JOHNSON. According to the size of the bank. I suppose my compensation was five or six thousand dollars a year, and then, when I had been put on the special case at Asheville, I was getting just the same as I got for so many years, \$20 a day and my expenses. So my being on this case did not increase my compensation at all.

The CHAIRMAN. I have a letter here from the Acting Attorney General showing that from May 15, 1899, to March 31, 1909, you were allowed \$20 per day.

Mr. JOHNSON. That is right.

The CHAIRMAN. And, in addition to that, I suppose expenses?

Mr. JOHNSON. In addition to that my expenses.

The CHAIRMAN. And now from April 1, 1909, to June 30, 1911, \$25 per day. Is there any reason why there was an increase?

Mr. JOHNSON. That was the time when I was offered the position that would pay me \$15,000 or \$20,000 a year, and I said, "Well, I think that I ought to get at least as much as some of your experts you are paying on the same class of work," and the Attorney General said, "I agree with you." And in that way he increased my compensation \$5 a day.

The CHAIRMAN. This table that accompanies the letter shows that you have been paid, salary and expenses, in connection with this case, \$116,140.94, up to the 30th of June of this year.

Mr. JOHNSON. What have they got the expenses?

The CHAIRMAN. Expenses and subsistence from May 15, 1899, to June 30, 1911, \$29,070.94.

Mr. JOHNSON. Those expenses include all the amounts that I have expended for the Government in employing bank and other clerks in institutions in which information had to be obtained who worked after hours in drawing off accounts, tracing coupons, etc. They included all my railroad fare; they included all my transportation and express charges. I paid all these things, and got reimbursed.

Mr. ERWIN. You mean carrying the papers all over the country?

Mr. JOHNSON. Carrying the papers all over the country. I recollect in one instance removing the papers from Chicago by express, and it cost \$156. All those charges are included in that. I will guarantee that my personal hotel expenses have not been in excess of \$5 a day, on an average. Sometimes they have been more. In New York, recently, they were a little more. But for a great deal of the time I do not believe they were over \$4.50.

The CHAIRMAN. Where are you stopping in New York?

Mr. JOHNSON. At the Marlborough.

The CHAIRMAN. I call your attention to this statement of salary and expenses in order that you may make these explanations, because you are well aware of the fact that there is going to be criticism, whether just or unjust, and I want to give you a chance to make whatever explanation you see proper to make, so that it will go in the record here and the facts may be known.

Mr. JOHNSON. Those expenses include what I have paid to clerks of banks, institutions, brokers, and railroad company employees for investigating and searching for coupons, all the outside expenses that I have necessarily had to pay for the Government, and then thereafter to be reimbursed. They put all that as my personal expenses.

The CHAIRMAN. In the payment of this compensation of \$20 a day for a time, and \$25 for a time, did that apply only to the six week days, the working days of the month, or did it run for the entire time?

Mr. JOHNSON. Sometimes it ran on Sundays. When I worked on Sundays, I charged; and when I did not, I did not charge.

The CHAIRMAN. Will you say for this record that since May 15, 1899, your time has been engaged up to the present—you are still on the pay roll?

Mr. JOHNSON. Yes, sir.

The CHAIRMAN. That you have devoted your time and your energy to the work in connection with the Greene-Gaynor case?

Mr. JOHNSON. I can say conscientiously that I have faithfully worked on this case and given them more hours than I should have reasonably been expected to give. For instance, at that criminal trial at Savannah I think for four months I must have gotten up at 6 o'clock in the morning and worked from 6 o'clock until 12 at night, and nearly broke myself down.

The CHAIRMAN. You understand that the same thing applies to you that I stated to Mr. Erwin. The only thing we are interested in is in ascertaining that the Government is receiving a fair return for

the different amounts of money it may pay out; that is as far as we want to go.

Mr. JOHNSON. I have no criticism at all to offer on any of the questions you so intelligently put to me. But, of course, I feel earnestly on this matter to which I have devoted some of the best years of my life, at a sacrifice; that is just the way I feel. I feel I have done my duty, and I ought to have sacrificed myself; I do not claim any credit for that. But I know, probably, that the time appears long.

The CHAIRMAN. It certainly does.

Mr. JOHNSON. But if you come to my office in New York, where I have all these 26 chests of papers, and let me explain to you my methods—I will show you the preparatory work necessary even for prospective cases thoroughly prepared with the exhibits and the exhibit numbers ready for trial—you will not wonder at the time these cases take.

The CHAIRMAN. It was a matter of surprise and wonder to us when we ascertained the fact that you had been employed for 12 years as an expert accountant, delving into the records of this one case; that is the reason we had the Attorney General request that you come here, in order that we might ascertain the facts. We were not in a position to pass upon the propriety of such employment without knowing the facts.

Mr. JOHNSON. I am very, very thankful to be given an opportunity to explain. This case has not been 1; it has been about 50.

The CHAIRMAN. I realize there are many divisions and subdivisions of it.

Mr. JOHNSON. If I could show you the prospective work that has been done on this case, you would be amazed.

(Thereupon, at 6.15 o'clock p. m., the committee adjourned.)

THE COMMITTEE ON EXPENDITURES
IN THE DEPARTMENT OF JUSTICE,
HOUSE OF REPRESENTATIVES,
Friday, July 21, 1911.

The committee this day met, Hon. Jack Beall (chairman) presiding.

STATEMENT OF CHARLES B. PARKMAN.

The CHAIRMAN. Please give the reporter your full name.

Mr. PARKMAN. Charles B. Parkman.

The CHAIRMAN. What is your official position?

Mr. PARKMAN. I am an \$1,800 clerk in the office of the Auditor for the State and Other Departments.

The CHAIRMAN. You have brought certain vouchers asked for by the committee of Mr. Marion Erwin's?

Mr. PARKMAN. Yes, sir.

The CHAIRMAN. And Mr. E. I. Johnson?

Mr. PARKMAN. Yes, sir.

The CHAIRMAN. Mr. Erwin is a special assistant to the Attorney General?

Mr. PARKMAN. Yes, sir.

The CHAIRMAN. Mr. Johnson is an accountant?

Mr. PARKMAN. An expert accountant, I believe he is called.

The CHAIRMAN. Both of them, as shown by the vouchers and testimony before this committee, have been employed in the prosecution of the Greene and Gaynor cases?

Mr. PARKMAN. Yes; I have so understood.

The CHAIRMAN. I will state that an examination of the vouchers shows that Mr. Johnson, from the date of his original appointment up to April 1, 1909, received compensation at the rate of \$20 a day and his expenses, and subsequent to April 1, 1909, he received compensation at the rate of \$25 a day and his expenses. The only noticeable feature about Mr. Johnson's claim for compensation is the fact that ordinarily compensation was claimed for Sundays and holidays. This did not occur in all cases, but from the voucher submitted, in response to the request above referred to, it seems to have been the usual practice to pay Mr. Johnson at the rate specified for a large number of Sundays included in his period of employment, and the same statement is true with respect to the holidays. It is proper, perhaps, here to state that the committee did not ask for all the vouchers showing payments to Mr. Johnson, but certain numbers were selected at random and the vouchers were accordingly produced.

I think it would probably be well to have incorporated in the record one or two of the vouchers in full which will give a fair index of the contents of other vouchers. You are familiar with these vouchers in a general way?

Mr. PARKMAN. Not with these vouchers; no, sir. I never have had anything to do with the payments to Mr. Johnson, except for a period of about four months, and, as I remember, they were paid by Mr. Mackey. All these vouchers were paid by direct settlement with which I had nothing to do. I have only looked at one or two of the vouchers of Mr. Johnson while in the office.

The CHAIRMAN. As far as I can see that [handing witness vouchers] is a fairly representative voucher. A good many of the earlier vouchers were larger, for the reason that Mr. Johnson was compelled to pay very considerable amounts for expressing and for clerical assistance in examining the books of banks, trust companies, railroads, etc. In some instances the express charges would amount to more than \$150 per month. Very considerable sums were also spent for clerical help, but I think that that voucher fairly represents the charges filed by Mr. Johnson for subsistence. It is in connection with that item that we would like to have one of the vouchers incorporated in the record, unless you can see something peculiar about that voucher which would make it not a fair illustration of what is contained in the others.

Mr. PARKMAN (after examining voucher). I am not familiar with these vouchers as a whole. Those items, as compared with other items, do not seem to be exorbitant or any greater than others.

The CHAIRMAN. I do not want to pick out any exceptional voucher; I want to be perfectly fair to Mr. Johnson.

(A copy of the voucher referred to follows:)

VOUCHER FOR PERSONAL SERVICES AND REIMBURSEMENT OF TRAVELING AND OTHER EXPENSES.

The United States

To Edward I. Johnson, expert examiner, Dr.
Care United States attorney, New York, N. Y.

For services rendered as expert in matter of litigation in the cases of The United States v. Greene, Gaynor, Carter, et al. on the following dates, viz: From Mar. 1 to Mar. 31, 1911, inclusive (excluding Sunday, Mar. 5, and including Sundays, Mar. 12, 19, and 26, 1911; actually and necessarily at work on each of said days), 30 days, at \$25 a day-----

\$750.00

The following meals taken at different places, for which it was impracticable to obtain vouchers:

Date.	Breakfast.	Lunch.	Dinner.	Total.
March 1	\$1.00	.....	\$1.50	\$2.50
2	1.00	.....	1.60	2.60
3	.90	.....	1.50	2.40
4	1.15	.....	1.80	2.95
5	1.20	.....	1.70	2.90
6	.85	.....	1.55	2.40
7	1.05	.....	1.65	2.70
8	1.00	.....	1.50	2.50
9	.95	.....	1.50	2.45
10	1.15	.....	1.60	2.75
11	.90	.....	1.75	2.65
12	.85	.....	1.60	2.45
13	1.00	.....	1.65	2.65
14	1.25	.....	1.60	2.85
15	1.10	.....	1.70	2.80
16	.95	.....	1.80	2.75
17	1.00	.....	1.45	2.45
18	1.10	.....	1.90	3.00
19	1.25	\$1.25	1.45	3.95
20	1.20	.40	1.50	3.10
21	1.00	.60	1.35	2.95
22	1.00	.....	1.50	2.50
23	1.15	.....	1.60	2.75
24	1.00	.....	1.50	2.50
25	1.00	1.25	1.25	3.50
26	1.40	.....	1.55	2.95
27	.85	.....	1.60	2.45
28	1.05	.....	1.70	2.75
29	.95	.....	1.45	2.40
30	1.10	.....	1.70	2.80
31	.90	.....	1.50	2.40
	32.25	3.50	49.00	84.75

84.75

March 1	Transfer self and baggage, hotel to depot, New York----	.70
	Round-trip railroad ticket, New York to Washington----	10.00
	Pullman sleeper (12.30 a. m.), New York to Washington----	2.00
	Transfer self and baggage, depot to hotel, Washington----	.60
	Transfer self and baggage, hotel to depot, Washington----	.90
	Pullman chair car, Washington to New York-----	1.25
	Transfer self and baggage, depot to hotel, New York----	.70
14	Transfer self and baggage, hotel to depot, New York----	.70
	Round-trip railroad ticket, New York to Washington----	10.00
	Pullman sleeper (12.30 a. m.)-----	2.00
	Transfer self and baggage, depot to hotel, Washington----	.90
	Transfer self and baggage, hotel to depot, Washington----	.90
	Pullman chair car, Washington to New York-----	1.25
	Transfer self and baggage, depot to hotel, New York----	.70

March 19	Transfer self and baggage, hotel to depot, New York----	\$0.70
	Railroad ticket, New York to Atlanta, Ga-----	22.40
	Pullman sleeper, New York to Atlanta, Ga-----	5.25
20	Transfer self and baggage, depot to hotel, Atlanta, Ga--	.50
25	Transfer self and baggage, hotel to depot, Atlanta, Ga--	.50
	Railroad ticket, Atlanta, Ga., to New York-----	22.40
	Pullman sleeper, Atlanta, Ga., to New York-----	5.25
26	Transfer self and baggage, depot to hotel, New York----	.70
8	Paid bill, New York Multi-Color Copying Co., 280 blue prints for exhibits (voucher No. 1)-----	8.40
11	Paid J. F. Atterbury for clerical labor performed on the books and papers of J. P. Morgan & Co., New York, on Mar. 4, 6, 7, 8, and 9, 1911 (voucher No. 2)-----	10.00
17	Paid G. L. Williams and F. A. Griffith for three days' clerical labor performed on the books and papers of H. T. Carey & Co., brokers, New York, Mar. 15, 16, and 17, 1911 (voucher No. 3)-----	25.00
25	Paid J. P. Spinks, labor packing and trucking 2 boxes of papers for shipment by mail from Atlanta, Ga., to Washington and New York (voucher No. 4)-----	1.00
19	Paid hotel bill at New York (voucher No. 5)-----	44.45
25	Paid hotel bill at Atlanta, Ga. (voucher No. 6)-----	17.50
31	Paid hotel bill at New York (voucher No. 7)-----	16.50
	Paid car fare during March (exclusive of Mar. 1, 5, 14, 19 to 26, inclusive), 20 days, at 10 cents per day-----	2.00
	Total-----	1,050.20

Approved:

For the Attorney General:

J. A. FOWLER,

Assistant Attorney General.

I do solemnly swear that the above account is correct and just; that I performed the services and was actually employed for the period stated therein; that the above expenditures were necessarily incurred and paid by me in connection with said employment; that I have not received, am not entitled to receive, and will not claim compensation for said services or reimbursement for said expenses from any other source; that it was impracticable to obtain receipts other than those hereto annexed; and that payment therefor has not been received.

EDWARD I. JOHNSON.

Subscribed and sworn to before me this 31st day of March, 1911.

FREDERICK L. CAMPBELL,

Notary Public, Kings County (certificate filed in New York County).

The CHAIRMAN. Mr. Marion Erwin was employed as special assistant to the Attorney General, and for services rendered in that capacity he received compensation at the rate of \$5,000 per year with expenses. As affording a fair index of the expenditures incurred for subsistence by Mr. Erwin, I will have included in the record in full one of the vouchers showing such charges.

(A copy of the voucher referred to follows:)

VOUCHER FOR PERSONAL SERVICES AND TRAVELING EXPENSES.

The United States, to Marion Erwin, Dr.

[Date of appointment, June 25, 1901.]

	Amount.
For services rendered as special assistant to Attorney General from Apr. 1, 1909, to Apr. 30, 1909, inclusive, 30 days, at \$5,000 per annum.	\$416.66
For expenses actually and necessarily incurred as per following statement:	

Apr. 1. (Meal charged for separately taken at different places; un-
practicable to obtain receipts.)

1. Breakfast, \$1; lunch, 80 cents; dinner, \$1.40-----	3.20
2. Breakfast, \$1; lunch, 75 cents; dinner, \$1.40-----	3.15
3. Breakfast, \$1; lunch, 80 cents; dinner, \$1.50-----	3.30

	Amount.
Apr. 4. Transfer self and baggage to depot, New York.....	\$1.00
4. Railroad fare to Chicago. (Lake Shore Limited).....	24.00
4. Sleeper, \$5; porter, 25 cents.....	5.25
4. Breakfast, \$1.20; lunch, \$1.25; dinner, \$1.25.....	3.70
5. Transfer self and baggage from depot, Chicago.....	1.00
5. Breakfast, \$1.20; lunch, 80 cents; dinner, \$1.50.....	3.50
6. Breakfast, \$1.20; lunch, 75 cents; dinner, \$1.50.....	3.45
7. Room at Wellington Hotel, 5 to 7, two days, voucher 1.....	6.00
7. Transfer self and baggage to depot, Chicago.....	1.00
7. Breakfast, \$1.25; lunch, \$1.25; dinner, \$1.25.....	3.75
7. Railroad fare from Chicago to New York, Pennsylvania Rail- road.....	20.00
7. Sleeper to Washington, \$4.50; porter, 25 cents.....	4.75
8. Breakfast, \$1.25; lunch, 50 cents; dinner, \$1.50.....	3.25
8. Transfer self and baggage from depot, Washington.....	.75
8-9. Room at Raleigh Hotel, voucher 2.....	3.00
9. Breakfast, \$1.20; lunch, \$1; dinner, \$1.80.....	3.50
9. Parlor car, Washington to New York.....	1.25
9. Transfer self and baggage from depot, New York.....	1.00
10. Breakfast, \$1; lunch, 80 cents; dinner, \$1.35.....	3.15
11. Breakfast, \$1; lunch, 75 cents; dinner, \$1.50.....	3.25
12. Breakfast, \$1; lunch, 60 cents; dinner, \$1.40.....	3.00
13. Breakfast, \$1; lunch, 80 cents; dinner, \$1.40.....	3.20
14. Breakfast, \$1; lunch, 75 cents; dinner, \$1.45.....	3.20
15. Breakfast, \$1; lunch, 80 cents; dinner, \$1.50.....	3.30
16. Transfer self and baggage to depot.....	1.00
16. Railroad fare New York to Chicago (Twentieth Century Lim- ited).....	30.00
16. Sleeper, \$5; porter, 25 cents.....	5.25
16. Breakfast, \$1.25; lunch, \$1.25; dinner, \$1.25.....	3.75
17. Transfer self and baggage from depot, Chicago.....	1.00
17. Breakfast, \$1.25; lunch, \$1; dinner, \$1.40.....	3.65
18. Breakfast, \$1.20; lunch, 80 cents; dinner, \$1.50.....	3.50
19. Breakfast, \$1.20; lunch, 50 cents; dinner, \$1.50.....	3.20
20. Breakfast, \$1.20; lunch, 75 cents; dinner, \$1.40.....	3.35
21. Room at Wellington Hotel, Apr. 17 to 21, voucher 3.....	10.00
21. Breakfast, \$1.25; lunch, \$1.25; dinner, \$1.25.....	3.75
21. Transfer self and baggage to depot, Chicago.....	1.00
21. Railroad fare to New York, Pennsylvania Railroad.....	20.00
21. Parlor car to Pittsburg.....	2.00
21. Sleeper, Pittsburg to Washington, \$2; porter, 25 cents.....	2.25
22. Transfer self and baggage from depot, Washington.....	.75
22. Breakfast, \$1; lunch, \$1.25; dinner, \$1.40.....	3.65
22. Transfer self and baggage to depot, Washington.....	.75
22. Parlor car to New York.....	1.25
22. Transfer self and baggage from depot, New York.....	1.00
23. Breakfast, \$1; lunch, 80 cents; dinner, \$1.50.....	3.30
24. Breakfast, \$1; lunch, 75 cents; dinner, \$1.40.....	3.15
25. Breakfast, \$1; lunch, 60 cents; dinner, \$1.40.....	3.00
26. Breakfast, \$1; lunch, 80 cents; dinner, \$1.50.....	3.30
27. Breakfast, \$1; lunch, 50 cents; dinner, \$1.35.....	2.85
28. Breakfast, \$1; lunch, 75 cents; dinner, \$1.50.....	3.25
29. Breakfast, \$1; lunch, 80 cents; dinner, \$1.50.....	3.30
30. Breakfast, \$1; lunch, 80 cents; dinner, \$1.45.....	3.25
Amount claimed.....	662.06

I do solemnly swear that the above account is correct and just; that I performed the services and was actually employed for the period stated therein; that the above expenditures were necessarily incurred and paid by me while in the discharge of my official duties, and that it was impracticable to obtain receipts other than those hereto annexed; that all expenditures included in said account other than my own personal traveling expenses were made under urgent or unforeseen public necessity, and that it was not, for the reasons

stated herein, feasible to have payment made for such expenditures by the disbursing clerk of the Department of Justice.

MARION ERWIN.

Subscribed and sworn to before me this 22d day of July, 1909.

[SEAL.]

JAMES D. HACKETT,
Notary Public.

I certify that the above bill is correct and just, and that the payment (\$662.06) therefor has not been received.

MARION ERWIN.

I hereby certify that the services set forth in the foregoing account were actually rendered as stated, and that the same could not be performed by the Attorney General or Solicitor General or the officers of the Department of Justice or by the district attorneys; that the expenses stated in said account were necessarily incurred in and about the rendering of such services; and the account is approved for \$662.06.

J. A. FOWLER,
Acting Attorney General.

I certify that the foregoing account is correct; that it appears from the records of my office that the person named thereon was legally appointed, and that he has performed the service required by law and the regulations of the Department of Justice during the period mentioned; that such service, except as otherwise indicated, has been performed under my supervision, and that the person whose name appears in the foregoing voucher is not paid for any period of absence in excess of that allowed by law; and that he is entitled to the amount of pay stated above.

J. A. FOWLER,
In charge of appropriation,
Assistant Attorney General.

Account submitted for \$____.
Differences as follows: ____.
Approved for \$662.06.

Attorney General.

Paid by check No. 102229, dated February 26, 1910, on the Treasurer of the United States, in favor of Marion Erwin, for \$662.06.

The CHAIRMAN. It appears that in the case of Mr. Erwin the departmental regulation limiting such expenses ordinarily to \$5 per day, but in certain cities to \$6 a day—that is right?

Mr. PARKMAN. Yes, sir. I think he was in \$6 cities most of the time.

The CHAIRMAN. The departmental regulation limiting such expenses ordinarily to \$5 per day, but in certain cities to \$6 per day, was waived and he was allowed actual expenses.

The vouchers submitted show that both Mr. Erwin and Mr. Johnson have been engaged in this work for many years, Mr. Johnson's employment beginning May 15, 1899, and Mr. Erwin's employment beginning July 1, 1901, both continuing up to the present time.

The vouchers submitted cover a range of years, extending from 1900 to 1911 and apparently the subsistence of both Mr. Erwin and Mr. Johnson during all of that time was paid by the Government though this may not have been the case with Mr. Erwin when he was in his district. Upon that I have no information.

(Thereupon the committee adjourned.)

No. 8

HEARINGS

BEFORE THE

COMMITTEE ON EXPENDITURES IN THE DEPARTMENT OF JUSTICE

HOUSE OF REPRESENTATIVES

ON

HOUSE RESOLUTION NO. 103

TO INVESTIGATE THE EXPENDITURES IN THE
DEPARTMENT OF JUSTICE

AUGUST 14, 1911



WASHINGTON
GOVERNMENT PRINTING OFFICE
1911

COMMITTEE ON EXPENDITURES IN THE DEPARTMENT OF JUSTICE.

[Committee room 286, House Office Building. Telephone, 583. Meets on call of chairman.]

JACK BEALL, Texas, *Chairman.*

JAMES C. CANTRILL, Kentucky.

ELBERT A. HUBBARD, Iowa.

WILLIAM F. MURRAY, Massachusetts.

PAUL HOWLAND, Ohio.

SAMUEL A. WITHERSPOON, Mississippi.

STEPHEN G. PORTER, Pennsylvania.

JNO. E. HOLLINGSWORTH, *Clerk.*

EXPENDITURES IN THE DEPARTMENT OF JUSTICE.

COMMITTEE ON EXPENDITURES IN THE DEPARTMENT OF JUSTICE, HOUSE OF REPRESENTATIVES, *Monday, August 14, 1911.*

The committee met at 10.30 o'clock a. m., Hon. Jack Beall (chairman) presiding.

There were present also the following members of the committee: Messrs. Murray, Hubbard, Witherspoon, and Howland.

There appeared before the committee Mr. Oberlin M. Carter, John B. Daish, Esq., and John C. Howard, Esq.

TESTIMONY OF OBERLIN M. CARTER.

(The witness was sworn by the chairman.)

The CHAIRMAN. Where do you reside?

Mr. CARTER. Boise, Idaho.

The CHAIRMAN. What is your profession?

Mr. CARTER. I am a civil engineer.

The CHAIRMAN. Were you ever connected with the Government service?

Mr. CARTER. I was an officer in the United States Engineers.

The CHAIRMAN. Capt. Carter, this is a committee to examine expenditures in the Department of Justice. Of course, our jurisdiction is limited to matters pertaining to expenditures in the Department of Justice. You have asked the privilege of appearing before the committee, and, after consultation with a number of the members, they all expressed perfect willingness to have you appear and to give such testimony as you think is proper and such testimony as is within the limitations of the powers of this committee. We will be glad to have you proceed in your own way and give such facts as are within your knowledge in connection with the litigation that has been pending between the United States Government and yourself, and Greene, and Gaynor, and with which Mr. Erwin was connected as Assistant Attorney General, and Mr. Johnson was connected as special counsel on the part of the Government.

Mr. CARTER. I think, before stating what I have to say, I would like to make this remark, that there was a time when I felt very bitterly, and when it would have been difficult for me to have expressed myself temperately or calmly; but I have passed through all that, and I do not think there exists in my heart any bitterness what-

ever, or any desire to have those who treated me so hardly suffer on account of that; but my sole object is to bring out the truth, and that I would like to see done here, because the committee will appreciate that an individual is sometimes powerless to bring out the truth, when a coordinate branch of the Government is not powerless to do it.

This matter came into the hands of the Department of Justice in the following way: As a reward for work that I had done in Georgia the President appointed me a member of the Nicaragua Canal Commission, and military attaché to the Court of St. James, and I was succeeded at Savannah by an officer of the Corps of Engineers who developed bitter personal enmity toward me, and who, during my absence in Europe, caused charges to be preferred against me, and when I returned I found these charges in existence, and I was tried by a military court for having caused the United States to be defrauded.

The CHAIRMAN. Right there, in order that there might be an understanding by anyone who reads the record, will you give just a brief statement of the capacity in which you served at Savannah, and the matter over which the trouble came up?

Mr. CARTER. Yes, sir. I originally served at Savannah in 1884 as an assistant to Gen. Quincy A. Gilmore, one of the most distinguished officers of the Corps of Engineers. I graduated from West Point in 1880, and, after serving two years at the School of Application at Willets Point, I then served on the staff of Gen. Pope, at Fort Leavenworth for two years, and then came to Savannah as Gen. Gilmore's assistant. My duties there were in connection with the improvement of the harbors on the coast of Georgia and northern Florida, and in connection with the fortifications along the coast, extending over about 200 miles of coast, and the fortifications extending all the way to New York City. Gen. Gilmore being in ill health, I soon took practically charge of all the work that he had down there, in conjunction with another officer of the Corps of Engineers, Capt. Abbott, who had half of the district, and I had the other half. He had the South Carolina half and I had the Georgia half.

When Gen. Gilmore died in 1888 I was placed in charge of that district, although I was only a first lieutenant of engineers, and in 1890 I was promoted to be a captain of engineers.

The problem down there was to improve those sandy harbors permanently. Up to that time I may say that the money that was expended one year was practically wiped out the next by the sand filling in as fast as it was dredged out, and my idea was to make a permanent improvement. The only way I could make permanent improvements was by means of brush structures, because if we used other structures they would sink down in the sandy bottom, so that the cost would have been prohibitive. Finally I succeeded in doing this work in a manner which was satisfactory, and then I let a contract, which was approved by the Chief of Engineers, Gen. Craighill, of the Army, for giving 26 feet of water in the harbor of Savannah, and I let a number of other contracts in other places. We used there brush mattresses and brush fascines, the brush mattresses being simply rafts of artificial logs made out of brush, which were called fascines, and those were sunk by broken stone being thrown on them; and after I had been at work for a little while I found that the load

of stone on each one of these mattresses would sink them down so far that the cost was going to be prohibitive, and while it would have been all right for the contractor to go ahead in that way it would have injured the United States; so that I began to devise a means whereby I could sink the mattresses without so much stone, and I found that if I built 6, 8, or 10 mattresses on top of one another the load of stone which would sink one of those mattresses would sink all of those mattresses, and would not cause those to go down into the bottom, and it would therefore save an immense amount of money to the United States, and I caused those contractors, those under my contracts, to sink those mattresses in that way.

Later this very method of sinking these mattresses, which alone made this possible, and which the trial court in Chicago found saved over \$2,000,000 to the Government, was attacked as an improper method, and it was stated then that this method was advantageous to the contractors, although it was proved later that it was not so advantageous to them; and it was upon that that I was tried by court-martial for improperly drawing my specifications, improperly advertising for bids, improperly awarding bids, and improperly carrying out the contracts, thus enabling the contractors to make an undue amount of money.

Mr. DAISH. The charges and specifications of the court-martial are most easily found in the case of *Carter v. McLaughry* (183 U. S., p. 365), in which are set out the charges and specifications of the court-martial.

Mr. CARTER. The trial soon developed into a bitter assault upon me by the Judge Advocate's Department of the Army, with the idea of sustaining their charges, utterly regardless of the facts. One night, nearly at midnight, my attorneys and myself found the presiding judge of that court closeted in the rooms of the prosecuting attorney, planning with him and with some of his men against me as to how they would destroy me on the next day's meeting. That man was Gen. Otis, and we then determined to prefer charges against him, but at the request of his friends on the court we did not prefer charges, they assuring us that Gen. Otis would not be permitted to destroy me on that court.

Later, when the findings of the court were adverse, we presented formal charges to Mr. McKinley, who requested us to withdraw them, as Gen. Otis then represented the sovereignty of the United States in the Philippines, and it would reflect very seriously against the government; and we did withdraw the charges.

The findings of the court then being adverse to me, and everyone with whom I had spoken feeling that there was no reason why they should have been adverse, and the judge advocate of the court-martial himself admitting that there was no evidence against me, and in his closing address to the court asking them to convict me solely on suspicion, and to uphold the bureau of military justice, I requested then that the findings of this military court-martial be referred to some man outside of the Army, and the President referred them to Senator Edmunds of Vermont, who at that time was not in the United States Senate, but was a jurist of ability; and Senator Edmunds reported that there was no evidence to sustain those findings, and recommended that they be set aside.

The matter then was referred to Mr. Griggs, who was Attorney General of the United States, and that was where the matter first came into the hands of the Department of Justice.

The CHAIRMAN. Are the recommendations of Senator Edmunds on file anywhere?

Mr. DAISH. They are referred to in the opinion of Judge Kohlsaat of January 9, 1900, appearing at page 360 of the record in *United States v. Carter*, as follows:

Moreover, it should be borne in mind that it was held by so great a legal authority as ex-Senator Edmunds of Vermont, in a reference made by the Secretary of War to him for the purpose of an opinion, that the judgment of the court-martial was not sustained by the evidence adduced before it.

The CHAIRMAN. That is a quotation from Judge Kohlsaat's opinion?

Mr. DAISH. Yes.

Mr. CARTER. The original Edmunds report is in the official record, and will be found at page 8982 et seq.

When this was received by Mr. Griggs—

The CHAIRMAN. Mr. Griggs was then occupying what position?

Mr. CARTER. He was Attorney General of the United States, the head of the Department of Justice. This was in the fall of 1898. It was admitted that there was no evidence before the court-martial justifying my conviction, and Mr. Griggs desired to see whether he could find some evidence outside of the court-martial, it being felt that if substantial justice was done it made no difference whether it was legal or illegal, and then employed an expert accountant, named Edward Israel Johnson, who proceeded to manufacture the evidence that was lacking at the court-martial. When I found out that Mr. Johnson was visiting various banks and trust companies and getting hold of matters not before the court-martial, I asked permission to be present so as to know what this man Johnson was doing, and if he was preparing anything which was not true, to have an opportunity to meet it. That was denied by Mr. Griggs. So this trial of myself by an employee of the Department of Justice was done ex parte, and neither myself nor my attorneys had any knowledge of what he was getting together to convict me with.

I then asked a friend, Mr. Frank Thompson, who was president of the Pennsylvania Railroad, to see whether I could not, in case Mr. Johnson should manufacture evidence which was false, meet this, and he spoke to the President about it, who told him that if such was the case I should have an opportunity to meet it; and I said that I was satisfied, then, for the matter to go ahead if I could meet it. It came to my attorney and myself a number of times that it would be good politics to convict me, and finally Mr. Wayne MacVeagh, formerly Attorney General of the United States, who was my attorney, asked for a public hearing before Mr. Griggs, which was granted to him; and that public hearing was held in Washington, in the Attorney General's office, on September 26, 1899, and among others who were present there was Col. H. Reiman Duval; and Mr. Duval states concerning that hearing as follows:

Mr. MacVeagh finished about half past 4, and I am sure of this time, because it was just too late to catch the Pennsylvania train, so that we went away by the Baltimore & Ohio to Philadelphia. One of the reporters asked Mr. Griggs when he would take up the case again. Mr. Griggs replied, "Not for some

weeks—probably six weeks.” Turning to the cases of papers which were behind his desk, he stated: “You see that the record in this case is a very large one. I have as yet had very little time to look into it, and I am going to my home in New Jersey to-morrow. On Friday I am to meet the President in New York, preparatory to receiving Dewey on Saturday. From New York we are to return here to receive Dewey on Monday; and on Tuesday I am going on a tour of the West with the President, which will require two or three weeks, and I shall be unable, of course, to take up this case until after my return; and as there are many other things than this case, Mr. MacVeagh knows it may be a month or six weeks before I can go into the case again.”

What happened in the next day I have only hearsay record of, and therefore I prefer not to mention it; but it resulted in the Secretary of War, Mr. Root, whose firm were attorneys for Mr. Westcott—

Mr. DAISH. You refer to Mr. Robert F. Westcott?

Mr. CARTER. Yes.

Mr. DAISH. What relation was he to you, if any?

Mr. CARTER. He was my father-in-law.

Mr. DAISH. You having married his daughter in 1890?

Mr. CARTER. Yes.

Mr. DAISH. And she having died in 1892?

Mr. CARTER. Yes.

The CHAIRMAN. Who constituted Mr. Root's firm at that time?

Mr. CARTER. The firm was Root, Howard, Winthrop & Stimson.

Mr. Griggs made this statement on Wednesday, and on Friday night Mr. Root sent an officer of the Army to New York to arrest me, and the next morning, at the time for the Dewey parade, I was arrested and imprisoned, without knowing why, and it was nearly two months before Mr. Griggs prepared an opinion justifying my imprisonment, which opinion he had dated back to September 29; and in that opinion he gave certain statements which we learned later were supplied to him by Edward Israel Johnson, to the effect that although I testified that I had received this money from Westcott, and although there was no evidence to the contrary, yet it seemed to him improbable, and then he gave alleged reasons which made it seem improbable, based upon Johnson's statements, and upon that improbability he recommended that I be imprisoned and condemned.

The CHAIRMAN. Upon what evidence do you say that this opinion of Attorney General Griggs was dated back six weeks?

Mr. CARTER. Simply because it was not made public until about six weeks or two months afterwards, and Mr. MacVeagh told me he got it as soon as it was out.

Mr. DAISH. Was Mr. Johnson a witness before the court-martial?

Mr. CARTER. No; not before the court-martial. When I saw this report of Mr. Griggs and saw the reasons given, I knew those reasons were not true. I then tried to have an opportunity to prove their falsity and asked to be allowed to go to Georgia for trial. This was in Kansas, and the district attorney out there said that he saw no reason why I should not be allowed to go before the presiding judge, Judge Hook. He said that if I went there and proved my innocence it would reflect upon the military court, and he would not allow me to reflect upon the military court, and he would not allow me to go to Georgia.

The CHAIRMAN. You were arrested in New York?

Mr. CARTER. Yes.

The CHAIRMAN. The day of the Dewey parade?

Mr. CARTER. Yes.

The CHAIRMAN. Where were you imprisoned?

Mr. CARTER. At Governors Island, N. Y., temporarily, and then transferred to Fort Leavenworth, Kans. I then appealed to the Supreme Court of the United States on the ground that there was no evidence whatever before the military court justifying my condemnation, and the Supreme Court held that in this country, if the military court had jurisdiction of my person and jurisdiction of the offense, even if I were admittedly innocent, they had no power to interfere. That closed every avenue, then, for my proving the truth or falsity of these statements. I then made a personal appeal to the President, Mr. McKinley, on June 17, 1901.

Mr. DAISH. This letter is addressed to the President under date of June 17, 1901, and will be found at page 6588 of the record of the case in the Supreme Court of the United States. It reads as follows:

FORT LEAVENWORTH, KANS., June 17, 1901.

The PRESIDENT:

Since my appointment to the United States Military Academy in 1876 I have striven loyally to serve my country with all of the intelligence and energy of which I was possessed. Nearly four years ago, from motives not necessary to mention here, an assault was made upon my honor, resulting in my trial by court-martial for an alleged civil offense, and my subsequent degradation and imprisonment. Conscious of my entire innocence and of the fact that hence I was not and could not have been proven guilty at my trial, I begged for an impartial review of the evidence taken before the court-martial. That review was made by ex-Senator George F. Edmunds, who stated that even admitting the illegal evidence adduced there, I was not proven guilty of the only offense of which I now stand condemned. He, however, reported against me on some minor points which affected my honor. I therefore begged for a trial before any tribunal where I might have the legal power to compel the production of evidence, which power I did not possess in the trial by court-martial; that request was denied for reasons not made public, and the case was referred to a second judge, this time the Attorney General of the United States. Nearly a year elapsed before he acted upon the case, during which time my many requests for a decision were denied. At last, on September 20, 1890, he reported to Your Excellency that the evidence taken before my court-martial showed me innocent of the offenses of which Judge Edmunds recommended me to be declared guilty; but he recommended me to be considered guilty of the charges of which Judge Edmunds had declared me innocent, because, as he stated, he considered the uncontradicted evidence of my innocence taken at my trial improbable. He then gave some reasons for his belief in my guilt, none of which was based upon any evidence taken at my trial or in my presence.

I have always felt that if it were shown to Your Excellency, as it can be if opportunity is given, that the reasons assigned for my condemnation are not based upon any proceedings wherein I had an opportunity to be heard, and are moreover as a matter of fact false, this judicial error would not be permitted to stand uncorrected. For nearly two years the prosecution has been asserting my guilt through the medium of the public press, but my efforts to test the truth of those unproven assertions in a court of justice have been strenuously resisted. I have sought by every legal means in my power to compel a trial where I might confront the witnesses on whose evidence, taken in secret and in my absence, I have been condemned; but every avenue leading to a determination of the truth has been closed to me. I therefore address Your Excellency, not to ask any favor, but to beg for simple justice; to beg for an opportunity which I have never had, and which Your Excellency can grant—that of determining in a court of justice where there is power to compel the testimony both of soldiers and of civilians and whose decisions none may question, whether the unproven assertions of my guilt upon which I have been condemned are true or false. If true, such truth ought to be determined as easily in my presence and in the light of day as in my absence and in secret. If false, as it can be shown they are, I feel Your Excellency will not want this awful judicial error to rest uncorrected. I beg for this opportunity for justice, not to escape any punishment, however unmerited, but

because I am innocent and because it is my birthright to be accorded an open trial where I may confront the witnesses against me.

I am, sir, your obedient servant,

O. M. CARTER.

There is also a letter from the then attorney of Capt. Carter, now the late Judge Jere Wilson, of this city, which reviews briefly the decisions in the case up to that time, and what courses were left open. I do not know whether you care to have that or not.

The CHAIRMAN. I should not think that would be material here.

Mr. CARTER. Mr. McKinley then ordered a trial, and that trial, however, was held up until Mr. Wescott, my father-in-law, was killed by being thrown from his carriage. I mean a civil suit, when I say a trial. That was the only suit I could get. Then, finally, that suit was started. That suit was filed August 22, 1901, in the Chicago district, and others about the same period. When that suit was started Mr. Stone, who was then my attorney in Chicago, employed Hon. Arthur C. Dennison, who is now a United States judge in Michigan, and Mr. Charles McPherson, as expert accountants, to look over the evidence, to verify my statement that the statements of Johnson were not true; and, finally, when the case came up for trial and Mr. McPherson was on the witness stand and was showing instance after instance of perjury by Edward Israel Johnson, Mr. Erwin tried to kill Mr. Stone by assaulting him with a large cut-glass inkstand. We finally succeeded in quieting him, when he begged most humbly not to have the matter made public, as it would ruin him, and Mr. Stone said to me: "The Department of Justice has been delaying this case for years, and while it would ruin Erwin and throw him out, they would merely make another delay of four or five years to enable another attorney to acquaint himself with the case, and my opinion is that you had better not do anything." That was in the presence of Mr. Wyman, who took the evidence, Mr. Stone, Mr. McPherson, who was on the witness stand, and Mr. Erwin and myself, the newspaper reporters having just left the room a few minutes before; so that it never came to the attention of the public.

We then went ahead, and when this testimony of Mr. Johnson was found to be false in so many respects, Mr. Erwin then asked to have a suspension, and there resulted delay after delay, and Mr. Stone presented affidavit after affidavit to the trial court showing that these delays were purely for the purpose of keeping Mr. Erwin on the Government pay rolls in the Department of Justice, and for the purpose of trying to kidnap Greene and Gaynor in Canada and take them for trial where it was thought they would be convicted, whatever the evidence was, and thereby probably influence the court in Chicago to decide adversely to me. Finally Greene and Gaynor were taken to Georgia for trial, and although my case was ready for trial, the Department of Justice was powerful enough to have action suspended in that case, and when they went to Savannah there were some witnesses there who had testified falsely before the court-martial, admittedly so. At that time Col. J. B. Quinn, a colonel in the Engineer Corps, was in command at Savannah, and it became known to the Department of Justice that Col. Quinn would testify in my favor, that the work was properly done, was honestly done, and that all of those allegations were false, as he did; and then on request of the Department of Justice Col. Quinn was relieved from the command in Savannah, and Capt. Gillette, the officer of the

Corps of Engineers who had manufactured these charges, who had supported them by intimidation of witnesses, by subornation of perjury and by perjury, was put in command of these witnesses until they would so testify.

In this connection I would like to say that I was told a few days ago by Mr. Richard H. Wyman, in Chicago, who was the master appointed by Judge Kohlsaat to take all the evidence in my case and who took all the evidence at Savannah, that he would like to have an opportunity to state what he saw during that trial. He said that there was case after case that was manifestly perjury, and he said, "I never saw such an infamous travesty of justice as the Department of Justice caused to be perpetrated in that case." Mr. Wyman can be summoned, and all these matters can be verified by Mr. Wyman.

The CHAIRMAN. What is his full name and address?

Mr. CARTER. Richard H. Wyman, Federal Building, Chicago, Ill.

I should say further that prior to this trial, and before Mr. Westcott's death, Mr. Westcott was induced to testify that he had never given me a dollar, that he knew nothing about these moneys that he delivered to me in Mr. Root's office, and that he was astonished that I had these funds. I was not allowed to confront Mr. Westcott, and it is not necessary to state here the means used by the Department of Justice to cause Westcott to commit perjury; but Mr. Westcott on the witness stand said that he was willing to testify to anything if he could be protected, and Mr. Erwin jumped up in the court room and said, "Stop, Mr. Witness," and tried to stop him from what he was going to say.

We then put Mr. McPherson on the witness stand, who stated each bond and the price of all these things that were given to me, and that they were bought by Mr. Westcott in person through his own brokers, paid for by checks in his own handwriting, on his own bank account, and that he had had these funds in his possession for years, and collected the money from the coupons from them and used it for his own purposes; and, as Mr. McPherson said, his testimony was perjury. All those facts were known to Erwin and Johnson. I probably would better state here one or two instances of perjury in the case against Johnson, and then give the findings of the United States court concerning that.

The CHAIRMAN. What are you reading from?

Mr. CARTER. From our requests for findings to the United States court. Johnson found that on May 8, 1896, Greene and Gaynor each paid out a check, and the sum of those two checks was \$15,000. He then wanted to make it appear that exactly \$15,000 was deposited to Westcott's credit, so that he might argue that that currency came from Greene and Gaynor. He found that Westcott actually did deposit \$500 in currency on May 13 and \$3,000 more on May 15, making a total of \$3,500; so he made a written statement, which he swore was true, that Westcott deposited on May 23 exactly \$11,500 more of currency, thus making his desired deposit of \$15,000, which corresponded with the sum of those two checks.

When Mr. McPherson got at the records, we found that Mr. Johnson's statement that Mr. Westcott had deposited \$11,500 on May 23 was perjury; that there was no deposit of that amount on May 23, or any other time, and that he had invented this purely fictitious deposit of \$11,500 to deceive the court. Westcott did deposit on May

23, a lump sum in currency of \$26,600, but that disproved Johnson's statement, so that he suppressed that, having made a sworn statement that it was \$11,500. He then made a sworn statement that that \$11,500, which was fictitious, was invested in Chicago, Milwaukee & St. Paul bonds, because Mr. Westcott gave me those bonds in Mr. Root's law office. When we got at the facts we found that Westcott deposited \$26,600, and checked out immediately \$26,550 with one check, in his own handwriting, to buy some real estate, and later invested \$22,000 of that money in a stable in New York, and that not one dollar of that money ever went into these Chicago, Milwaukee & St. Paul bonds, as Johnson swore it did.

He further made a sworn statement that on March 5, 1894, Greene paid out \$8,075, and that part of that money was invested in five Wabash bonds, giving their numbers, and saying that they cost \$5,125. As a matter of fact, those bonds were bought by Robert F. Westcott on January 20, 1890, four years before. Westcott had held and owned those bonds ever since. He finally sold those bonds, while I was in Georgia, and personally deposited the proceeds in his own bank account, and he checked the same out for his own purposes, Johnson's sworn statement being deliberate perjury.

There are numerous other instances of this kind, all of which are available here, and Judge Kohlsaat in reviewing this says, at page 380 of the record:

In order to show a systematic course in the payment to Westcott of approximately one-third of the profits accruing to Greene & Gaynor upon said contract work after 1892 as they were received by them the Government's expert witness has in a number of instances forced balances and drawn strained conclusions.

And every expert accountant knows that when a court finds that a man has sworn to forced balances that is perjury.

We then attempted in January to have Johnson indicted for perjury and Mr. Erwin for subornation of perjury, but the case was in the United States court, and we could not have them indicted in the State court, and Judge Kohlsaat said that inasmuch as the prosecution would have to be by the Department of Justice, which was procuring this testimony to be given, it was useless for us to try it, because we never could bring it to trial. We never have brought it to trial.

Further than that, we found that Mr. Westcott's check stub books had been mutilated, and Mr. Erwin introduced certain books with the stubs in them, and when we put Mr. McPherson on the witness stand we found that not one stub ever came out of the book from which it purported to come, and not one check ever came from the stub from which it purported to be torn, the whole thing being perjury. Whether that was done under Johnson's direction by Westcott or by Johnson himself, I do not know. All those things are in the record.

When this case then came up, Mr. Erwin, finding that it had been shown that all of this testimony was perjury, got an affidavit from Mr. Stimson, who was Mr. Root's junior partner, which he asked to have accepted, and this affidavit I did not see, but Mr. Stone, my attorney, said that it recited that he was present when these bonds were given to me, and that I admitted that Westcott knew nothing about these bonds, and they were mine. Mr. Stone then told Erwin

that he would not accept that affidavit for the present, but he should put Stimson on the witness stand.

Mr. DAISH. The committee will understand that a large number of affidavits from people in different parts of the country were introduced as evidence in this case, and at the time of which Capt. Carter speaks Mr. Stimson was in New York, and the hearing was in New York.

Mr. CARTER. Mr. Stone then wrote the following letter to Mr. Root:

[Personal.]

CHICAGO, December 13, 1905.

HON. ELIHU ROOT,
Secretary of State, Washington, D. C.

DEAR SIR: Mr. Marion Erwin, assistant to the Attorney General of the United States, recently stated in court here that he expected to call Mr. H. L. Stimson as a witness for the complainant in the equity suit of the United States *v.* Oberlin M. Carter et al., and he has notified me as Carter's chief counsel to be in New York, December 20, to take testimony, without, however, naming the witnesses.

Mr. Erwin states in effect that Mr. Stimson proposes to turn State's evidence against his client, the late Robert F. Westcott, and to testify that Westcott was a "fence" for Carter and that on October 29, 1897, Stimson aided Westcott in turning over to Carter certain bonds, etc., which it is alleged Westcott held as a "fence" for Carter. Carter was on trial on that date, October 29, 1897, for having more money than his Army income, and, of course, Stimson knew about the trial, as the newspapers were full of it, and if Stimson testifies that he supposed this money was Carter's, and that at the same time he did not suspect that Carter came by so large a sum (\$300,000) wrongfully, then every intelligent person would consider Stimson to be either a liar or a driving idiot.

If, on the other hand, Stimson testifies that he did suspect that this money had been stolen by Carter, then Stimson was an accessory after the fact in helping Carter's alleged "fence," i. e., Stimson's client Westcott, to turn over the money to Carter while Carter was on trial for stealing it, and Stimson would be testifying that your law office, where the transfer took place, was knowingly used as a clearing house for stolen property.

If Mr. Stimson takes the stand and admits in effect that he was an accessory after the fact, i. e., that he is a criminal who is seeking by his admission to implicate his client Westcott and others, I shall be obliged to attack his veracity, etc., and I wish to say that in so doing I shall only attack Mr. Stimson and shall not attack you, as I have steadfastly pursued the course throughout the Carter case of not attacking anybody except witnesses who testify falsely. The newspapers made it appear that I attacked Gen. Otis, but I did not do so, as that episode and other similar episodes were brought about by the Assistant Attorney General when he cross-examined Carter.

Our claim in the Carter case is that Westcott was not a "fence," but that he was the owner of the bonds, etc., and that Carter received them in good faith on Westcott's representations to Carter that it was in performance of an agreement made by Westcott when Carter's wife died five years before, that if Carter would not remarry but stay with Westcott that Westcott would give Carter what Carter's wife would have inherited had she lived, Westcott having quarreled with his only son.

Of the bonds received by Carter from Westcott, \$63,000 of face value were received from Westcott on October 11, 1897, in exchange for some real estate which Carter had purchased from Westcott, paying therefor what he, Carter, had inherited from his wife's estate when she died in 1892. There were \$222,000 face value of bonds received by Carter from Westcott in your office on October 29, 1897, making a total of bonds received by Carter from Westcott of \$285,000. Deducting from the \$285,000 those bonds which were paid for by the estate of Carter's wife, and making some trifling allowances one way and the other, leaves about \$230,000 of bonds in controversy, and we have proved by the personal checks of Robert F. Westcott in his own handwriting, signed by himself personally, and by deposit slips of Robert F. Westcott in his own handwriting, that he bought and owned over \$230,000 of

the bonds in controversy in 1893 and 1894, and that he collected the coupons from the same for his own profit and purposes and used and handled both the bonds and the coupons as his own property, and continued to do so until he gave \$222,000 of these bonds to Carter in your law office on October 29, 1897, taking Carter's receipt for the same after correspondence had taken place between Stimson as Westcott's attorney, and Rose as Carter's attorney, as to the kind of written conveyances which were to be used in making the transfer of the bonds, etc. No sensible man can imagine that Carter would have received those bonds, etc., in your law office in a public way and in the presence of numerous witnesses when he was on trial for receiving money from Greene and Gaynor if he had had the slightest suspicion that a single penny of what he received had come directly or indirectly from Greene and Gaynor.

Yours, very truly,

H. G. STONE.

Mr. Stimson then went on the witness stand and testified absolutely contrary to that affidavit, that I made no such statement whatever, his testimony being in my favor, and it will be found at page 8881 of the record.

Finally, when the case came up for trial and Judge Kohlsaat found that the testimony of Mr. Johnson was false, he desired Mr. Stone to write a letter to Mr. Taft, who was an intimate friend of Mr. Stone's, and Mr. Stone wrote the following letter, a copy of which is in the possession of Mr. Taft:

CHICAGO, *January 11, 1908.*

HON. WM. H. TAFT,
Secretary of War, Washington, D. C.

DEAR SIR: This letter contains matters of grave importance, my view of which I am laying before you, not only with the knowledge but with the hearty approval of the United States circuit judge who tried the equity case involving Capt. Oberlin M. Carter, and if it is opened by anyone else but you will he kindly hand it to you without reading any further than this?

The court has rendered a decision, based on the testimony of more than a score of military and civil engineers, that the harbor work under Carter was not only a great and lasting success, but every charge by the Government against Carter's honesty and ability is emphatically decided in Carter's favor.

The court finds that the contracts with Greene and Gaynor were honestly let at prices fixed by public bidding, and more than honestly performed in every detail.

The court, however, holds that Carter's father-in-law, Robert F. Westcott, was a secret partner with Greene and Gaynor on his own behalf, and received part of their profits, and may have given to Carter some of the money which he (Westcott) received from Greene and Gaynor; and if any such money is in his hands the Government ought to have it, not because of any dishonesty or fraud by Carter in the work, but because Greene and Gaynor's profits were excessive for several years, and Carter's father-in-law was their partner and made large gifts to Carter, and Carter was in law bound to know those facts—at least he can not hold any of the profits which Westcott made in that way.

The court refused to hold that Carter had any knowledge of Westcott's secret deals, but says that even though he did not know of them Carter can not profit thereby.

The decision is based more on a high moral plane than on the law, but Carter was struggling for vindication and not for money, and will gladly give up any of Westcott's gifts which came from Greene and Gaynor.

The court had before it the entire evidence in the court-martial trial, and holds, as Senator Edmunds did, that there was no evidence before the court-martial of any dishonesty by Carter, and says that hence the sentence of the court-martial can have no weight in the present case.

After Senator Edmunds's report was made, an "expert" witness, named Johnson, made ex parte statements to Attorney General Griggs, on which he reported to President McKinley against Carter, and his sentence was confirmed.

The court in the present case finds Johnson guilty of false statements.

The court did not find any particular Greene and Gaynor money in Carter's hands coming through Westcott, but very ominously stated that he would give the Government 30 days in which to agree with me as to what thus came, if any.

The reason of this, in my opinion, is that the Government's case in tracing money is based on the wholesale perjury and false statements of that same witness, Johnson, and the court desires that the matter be settled out of court, so as to avoid the scandal of exposing that perjury.

I sent for Mr. Arthur C. Dennison, of Grand Rapids, whom you know to be a very able man in such matters, and while he scoffed at the idea at first, he not only agreed with me, after thorough investigation, that at least a score of Johnson's written sworn statements were utterly false, but he found additional false statements which Johnson had made; so you see I am not influenced to exaggerate this matter by my advocacy of Carter's cause.

Mr. Erwin, the special assistant attorney general having charge of the Carter case, has stood on Johnson's false statements, even after their falsity had been shown, and presumptively will continue to do so, as he has no other evidence; hence I write you so that if you think it to the interest of the Government to prevent the public exposure of wholesale perjury by the Government witnesses, worse than in the Dreyfus case, you can urge that some reasonable and fair man be sent here to settle this matter out of court.

You know that all I want is a fair deal for Carter, and I will agree to anything that is reasonable to end this matter out of court and prevent any public scandal.

One item alone of evidence showing that Carter had no knowledge of Westcott's deals is explained in the inclosed copy of a letter which I wrote to Secretary Root some time ago.

The opinion of the court is not corrected as to small errors, but I will send you a copy of it as soon as I can.

Yours, truly,

HORACE G. STONE.

The CHAIRMAN. Was any reply received to either of these letters by Mr. Stone?

Mr. CARTER. I think so, but I do not have them. Mr. Stone is living at his country place at Solon Springs, Wis., and I wrote to Mr. Stone, but he did not reply to the letter, because I assume that Mr. Stone would not like to do anything which might possibly embarrass any friends of his, although I am quite sure that Mr. Stone would testify to the truth and present anything he has, if he was asked to by the committee.

Mr. DAISH. I might say that Mr. Stone is 16 miles from a post office, and it is quite possible that he has not gotten the letter, because frequently he does not get mail during the summer for two weeks.

Mr. CARTER. I see. Then when this matter came up it was appealed to the circuit court of appeals by the Government. I did not appeal, because I was satisfied. I said I did not want any money of Mr. Westcott's if he got it from Greene and Gaynor. The Government then appealed the case to the circuit court of appeals, and that court approved every finding of fact below—that the work was honestly done—but the court of appeals laid down this principle of law, which it seems to me was not correct, namely, that if the Government buys anything at the market price and gets exactly what it purchases for the money, still if the party selling makes a large profit the Government is defrauded. In other words, if horses are selling at \$150 apiece and the Government buys a horse for \$125, if the man raised that horse on his farm and it did not cost him anything, the Government is defrauded, and it keeps the horse and all the money that was paid and the man goes to the penitentiary for defrauding the Government. I do not consider, and did not at that time, that that is good law, but on that holding and not on any finding of fact it was then decided that all of this money should go to the Government whether it was mine or whether it was received by me from Westcott, on the ground that Greene and Gaynor had made large sums of money from the Government. It is true that they did

make those large sums of money. In the beginning we did not know how they were made, but we proved by the Government's own witnesses that it was through peonage of negro laborers that they made \$2,300,000 illegal profit through oppressing the negro laborers, and the court, Judge Kohlsaat, says on that:

The evidence discloses a shameful course of treatment of the workmen employed by the contractors in cutting and otherwise handling the brush used in these constructions. They were paid little or nothing over and above their living, and that, too, of the worst. No doubt some shameful part of the profit reaped from these harbor constructions came in this way. How much can never be ascertained.

These laborers then asked to intervene and have this money given to them, but the courts held that on account of laches it was too late.

When it came time, then, to go to the Supreme Court of the United States Mr. Erwin went to Mr. Stone, because Mr. Erwin was very interested in getting as much of this money recovered as possible, because he was to get 10 per cent of what he recovered, and made a proposition to Mr. Stone that if Mr. Stone would betray me and fix the record in such a way that I could not appeal to the Supreme Court of the United States, he would pay Mr. Stone what he claimed in fees.

The CHAIRMAN. Was that proposition in writing?

Mr. CARTER. Yes.

Mr. DAISH. The committee will understand that one of the assignments of error and one of the causes of the appeal to the Supreme Court, as well as to the Circuit Court of Appeals, was the allowance by the court to Mr. Stone of his fees, amounting to \$60,000.

Mr. CARTER. Mr. Stone declined that proposition and made an affidavit, which he submitted to the court of appeals, giving a copy of Mr. Erwin's proposal to him. He kept the original of his proposal in his safety deposit box. But the court of appeals would not receive it, because it reflected very severely upon the Department of Justice. I have here a copy of the affidavit, and the original can be had by applying to Mr. Stone, and Mr. Wyman, who made it. Mr. Wyman was the notary who executed this affidavit. It reads as follows:

In the United States Circuit Court of Appeals for the Seventh Circuit. United States of America, appellant, v. Oberlin M. Carter et al., appellees. Appeal No. 1534. Cross appeal No. 1535.

STATE OF ILLINOIS, *County of Cook*, ss:

Horace G. Stone, being first duly sworn, on oath deposes and says that Marion Erwin, who has had immediate charge of the above-entitled cases for complainant since their commencement, and who is now asking this court on behalf of complainant to grant an appeal to the Supreme Court of the United States, delivered to this affiant on April 19, 1909, the paper hereto attached as a proposition to this affiant by said Erwin as solicitor for complainant. This affiant declined the proposition.

HORACE G. STONE.

Subscribed and sworn to before me this 26th day of May, A. D. 1909.

[SEAL.]

RICHARD H. WYMAN,
Notary Public.

Now, Mr. Erwin did not appeal this until Mr. Stone declined, and then he appealed Mr. Stone's fees. In other words, he was willing to pay Mr. Stone his fees if Mr. Stone would betray me; and when Mr. Stone would not, then he appealed Mr. Stone's.

The CHAIRMAN. Is that a copy of the proposal?

Mr. CARTER. By Erwin to Stone. Here it is.

The CHAIRMAN. By Erwin to Stone?

Mr. CARTER. Yes; it reads as follows:

SOUTHERN DISTRICT OF ILLINOIS, ss:

Whereas on the 18th day of March, 1909, the United States Circuit Court of Appeals for the Seventh Judicial District entered decrees in the appeal cause of the United States of America *v.* Oberlin M. Carter et al. (No. 1534), and in the cross-appeal cause of Oberlin M. Carter et al. *v.* The United States of America (No. 1535);

And whereas said decrees of the said Circuit Court of Appeals was on certain questions against the contentions of Oberlin M. Carter, I. Stanton Carter, and Lorenzo D. Carter, and in favor of the United States;

And whereas the said decrees of said Circuit Court of Appeals affirmed the decree of the said Circuit Court for the Northern District of Illinois in the awarding of allowances decreed to be paid out of the fund in court: To Horace G. Stone, for attorney's fees and expenses; to Nathaniel C. Sears, for attorney's fees; to the International Audit Co., for services of Robert Nelson as expert accountant and witness; to Lyman E. Cooley, for services as expert engineer and witness;

And whereas the special services for which said Nathaniel C. Sears was employed as attorney for Oberlin M. Carter has been terminated;

And whereas the further services of said H. G. Stone in said cause as attorney for the said Oberlin M. Carter, Lorenzo D. Carter, and I. Stanton Carter has been terminated by the mutual agreement of said Stone and said Carters;

It is agreed between the parties undersigned as follows:

(1) That during the year allowed by law for the entry of an appeal to the Supreme Court of the United States from the said decrees of March 18, 1909, of said Circuit Court of Appeals the said Horace G. Stone, Nathaniel C. Sears, Lyman E. Cooley, and the International Audit Co. will not attempt to have the said decrees, or mandate thereon, of said Circuit Court of Appeals affirming the decrees of the said Circuit Court in the matter of said allowances to them entered or made the judgment of the said Circuit Court, or executed, but will let the said matters remain in abeyance during said period.

(2) That the said United States will not take an appeal or cross-appeal from those parts of said decree of said Circuit Court of Appeals with which the United States may be dissatisfied to the Supreme Court, unless some one or more of the defendants to the original bill or of said parties to whom said allowances were made should take an appeal; but should some one or more of the defendants to the original bill, viz, Oberlin M. Carter, Lorenzo D. Carter, or I. Stanton Carter, or of said parties to whom said allowances were made, delay taking an appeal until one or two days prior to the expiration of said year for appeal, and then take such appeal, the United States may have three days additional within which to take its appeal, and the court shall in such case allow such appeal or cross-appeal of the United States so far as it affects the rights of the parties to this agreement nunc pro tunc as of the date when said defendants or parties to whom said allowances may have entered their appeal.

(3) It is further agreed that should no appeal or cross-appeal be taken within the year, as provided by this agreement, that the mandates of said Circuit Court of Appeals on its said decrees of March 18, 1909, shall be promptly and fully executed in the said Circuit Court for the Northern District of Illinois.

In other words, he would pay the fees if I did not appeal. He made that proposition to Mr. Stone. I have not with me the papers of Mr. Stone, making affidavit after affidavit to the court, setting forth delay after delay which resulted in expense after expense, by Mr. Erwin and Mr. Johnson, but they are on record in the United States court, and Mr. Stone will testify to them.

There is one other matter I think I ought to state, and that is this, that all of my private papers, everything that I had in the world that was private, was turned over by me to the court-martial, because I did not want anybody to say that there was anything I had that I was afraid for anybody to see. Among them were a lock of

my dead wife's hair, and a few other things very tender, and very dear to me. Those things were turned over to Edward Israel Johnson, and I was not allowed to see them, and Judge Kohlsaat finally allowed me to see them, and I found that the lock of my wife's hair was gone, and there were also a number of other things, for instance a piece of the flag that flew over Fort Sumter which was given to me by Gen. J. P. Alexander when I was on his staff, and a lot of other things, which were not there; who took them I do not know, but they have been in the possession of Edward Israel Johnson.

There were also all of my professional notes, engineering notes, which are very important to me in the practice of my profession. I sent to Judge Kohlsaat and asked if I could not get those private papers back, saying that I was perfectly willing that the Government should keep anything that was of any use to them, but that they could certainly make no use of such things as the letters of intimate and dear friends and the letters of my wife, and all those things, which had been in the hands of this man Johnson for years and which were given him to give him an excuse for remaining on the pay roll of the department, should be returned to me. Mr. Erwin objected, and Judge Kohlsaat told me that they were taken out of his jurisdiction, and that the papers were not to be had, and that it was impossible for the department to give them up; so that all those things, of no value to the Government and of personal interest only to me, letters which I had from ladies and from members of my family, bearing no relation whatever to this case, are still in the hands of this man, Edward Israel Johnson, who has so often committed perjury in this case.

Mr. DAISH. The committee will probably like to know this, if I may be permitted to ask just one question: Speaking as a layman, from your judgment and knowledge of the case, how long a time should have been occupied to have determined the issues in the Chicago district?

Mr. CARTER. Well, I know, by talking with Judge Kohlsaat and Mr. Stone and with others, that if Mr. Erwin had gone ahead with the trial of this case, instead of delaying it, the whole matter should have been closed up in a year.

The CHAIRMAN. How long has it been pending?

Mr. CARTER. I think 12 or 13 years.

Mr. DAISH. Before the trial court from August 27, 1901, until March 14, 1908. The subsequent time has been consumed by appeal to the circuit court of appeals and through the Supreme Court of the United States.

The CHAIRMAN. It was seven years, then, from the time that the case was filed until it was tried before Judge Kohlsaat?

Mr. CARTER. I think everyone will agree to this, that if this had been a private suit instituted against me by a private individual, his main witnesses would have been in the penitentiary, for perjury and subornation of perjury, within a year after it was begun; and while I could not prove these facts, we had no way of causing the Department of Justice to cease from doing those matters. In saying this I hope you gentlemen will understand that I have no desire to reflect upon the heads of any of the departments, because if the subordinate officials do these things, they are presumed to act honestly; and

I am simply telling you the facts, and there is no desire to cast any reflection upon any others than the people who did commit these crimes.

Mr. DAISH. Captain, were there or were there not numerous financial and accounting exhibits introduced in evidence which were not made a part of the exhibits to the bill?

Mr. CARTER. Oh, yes. I do not know how many thousand square feet of blue prints there were, and exhibits which Johnson introduced in evidence. They were enormous.

Mr. DAISH. Were they all obtainable from the exhibits filed with the bill?

Mr. CARTER. Well, he manufactured a great many. For instance, when he wanted his accounts to balance and he did not have anything, as the court said, he manufactured items and forced his balances, and then swore that those balances were true.

For instance, there is one thing which I ought to state to the gentlemen here which seems to me a very important thing, and that is this. There was certain property in Orange, N. J., which I acquired by trading my wife's estate with Mr. Westcott, and that property stood in my name, and Johnson was anxious to make it appear that certain moneys which he wanted the court to believe were paid out by Greene and Gaynor went into that property, so that he made a sworn statement that I bought 45 United States bonds on December 4, 1897, that currency coming from Greene and Gaynor, and that on December 1, 1896, I sold 20 of those bonds and reinvested the proceeds. When we got at the facts we found that I never bought those bonds at all. Westcott bought those bonds when I was in Florida and sold them when I was in Georgia, and got the check for the proceeds and deposited it to his own credit in his own bank account, and used it for his own personal purposes.

Then we found another, and that is this, where there was not only perjury but forgery: Johnson wanted to show that certain United States bonds went into that Orange property, so he swore that on April 21, 1897, I sold some bonds which I had bought and invested the proceeds in the Orange property. The truth is, as we found out, that I never bought those bonds at all. Westcott bought them, paid part of their cost price in currency, and Westcott paid the balance due on those bonds by his own check, in his own handwriting, drawn on his own private bank account, and that check has been discovered and is now in evidence.

Moreover, the three bonds which were sold on April 21, 1897, were not sold by me at all. They were sold by Westcott and the money was received by Westcott, and was invested entirely in Omaha stock, which admittedly always belonged to Westcott. Westcott bought that Omaha stock for \$5,737.50 when I was in Georgia. He paid \$3,423.75 toward that Omaha stock with those three bonds, and then, when I was still in Georgia, Westcott paid the balance due on that stock of \$2,313.75 with his own personal check on his own personal bank account, and he took and kept that stock, and there is no pretense that I ever had or owned that stock.

Then, in order to hide the real transaction from the court, Johnson deliberately mutilated the account of Westcott's brokers, Reed & Flagg. The facts are that prior to April 21, 1897, Westcott's account with Reed & Flagg was exactly balanced. On April 21, 1897,

Westcott's only transaction with Reed & Flagg was the sale of these three United States bond, for which Reed & Flagg gave Westcott credit for \$3,423.75. On April 22, 1897, Westcott's only transaction with Reed & Flagg were the purchase of the Omaha stock for \$5,737.50, and he used that \$3,423.75 as part payment thereof, and Westcott gave his check for the exact balance of \$2,313.75, so that the three United States bonds and Westcott's check for \$2,313.75 exactly paid for that Omaha stock. Johnson then picked out of Reed & Flagg's account the item of the sale of the three bonds, and put it on a separate sheet, which he marked "Exhibit 239." Then Johnson picked out of the Reed & Flagg account the item of the purchase of the Omaha stock, and the payment by Westcott of the balance due on that stock after deducting the proceeds of the three bonds, and he included those items on a separate paper, and marked that "Exhibit 438," thus separating those items by 200 numbers, so that the court would not know it. But if we put those two together, from Reed & Flagg's account, we see that they correspond.

There are dozens of cases of this sort. Of course, Johnson is not the only witness. There are perjured statements of men like Gillette, Cooper, Sterly, and Barr, who is a colonel in the United States Army; and this is not a statement of mine, but these are records of the court, showing what they testified, and right adjoining it is what they testified to again, so that anyone, as he reads, may see what they testified at one time and then what they testified at another time. And Mr. Erwin, it seemed to us, was very unfair in using up the money of the United States in procuring these things when he must have known, and when he did know, that they were perjurers, and when he stood up for them after he knew they were perjurers, and then spent years, himself and Mr. Johnson, on the Government pay rolls, to get this money, because he would get 10 per cent of what he recovered.

I should be very glad to answer any questions. I have conivered this probably hastily, and it has been a very voluminous case, and I do not know whether I have shown it as clearly as I ought, and if there is anything, I would be very glad to have the committee ask me; and I should be very glad indeed to have you gentlemen verify every single thing I have said, because it is all of record and can be verified.

MR. BEALL. Are there any questions that any member of the committee cares to ask?

MR. DAISH. For the purpose of the record, I would like to ask Capt. Carter if, when he testifies as he has testified to what Attorney General Griggs told Mr. MacVeagh, and similar conversations, he was present at those conversations or whether he was testifying in those cases as to matters told him by others?

MR. CARTER. In that case I was not present. I have the written statement of Col. Duval, who was present, and in a great many of those cases I was not present. For instance, I was not present when Mr. Stone received the affidavit of Mr. Stimson. I simply have what Mr. Stone told me. We have these papers, and in some of the cases I know of my own knowledge, but in some I was told by my attorney, and in some of them I have the papers.

MR. MURRAY. Am I right in understanding that you had a talk with Judge Kohlsaat in which he reflected on the conduct of the case?

Mr. CARTER. I do not know that I should say that he reflected on the conduct of the case. It was more the conduct of Erwin and Johnson.

Mr. MURRAY. They were conducting the case?

Mr. CARTER. Yes; they were conducting the case.

Mr. MURRAY. Did you have any personal talk with Judge Kohlsaat?

Mr. CARTER. I had a personal conference with Judge Kohlsaat.

Mr. MURRAY. What you testified here was from the talk that you had with him?

Mr. CARTER. Yes; from that talk that I had with him; and I want to say this: It might be indelicate to speak about the talk I had with the court, but I had it in this way. I was very anxious to get those private papers out of the hands of Mr. Johnson, and I stated to Judge Kohlsaat that after a man had committed perjury repeatedly, as Johnson had, I was very unwilling to have him keep them; that I was perfectly willing to have those papers in the hands of any honest man, but I did not think they should remain in the hands of a professional criminal like Johnson; and he then asked me to make a formal application, which I did, and finally he denied the application without prejudice for me to renew it, because they had been removed out of his jurisdiction. And I do not know that I ought to say that he reflected upon it. He simply stated facts, that they had done these things, and they were patent to anybody; and I do not know that the court intended it as a reflection, but the court stated it as a fact.

Mr. MURRAY. I did not mean to bring up any question of propriety or impropriety. I simply wanted to verify my recollection of what the testimony was.

Mr. CARTER. Yes; I had that personal conversation with the court. I also had that personal conversation with Mr. Wyman which I mentioned. You were not here, I believe, when I stated that.

Mr. MURRAY. No, sir.

Mr. CARTER. Mr. Wyman was the master appointed by Judge Kohlsaat in this case, and he took the testimony of every witness in the case and in the Greene and Gaynor case, and he said it was the most infamous travesty of justice he had ever seen, and that witness after witness was patently giving perjured testimony. Mr. Wyman is a master in chancery of the United States court in Chicago, and I have no doubt he would be glad to testify to that. When I say "glad" I do not know whether any of these gentlemen would be glad, but they would be willing to tell the exact facts concerning these matters, if you want them.

Mr. MURRAY. Did Mr. Wyman make such a statement in his master's report?

Mr. CARTER. He did not make a report.

Mr. MURRAY. He was the master in this case?

Mr. CARTER. Yes; he was; but it was this way: By stipulation, the master made no report. In other words, he was called an examiner.

Mr. MURRAY. Yes.

Mr. CARTER. He submitted the evidence and the court originally went into it. There was no master's report. He simply submitted

the evidence to the court and the court spent about a year and a half going into the case.

Mr. MURRAY. Did, subsequently, Mr. Wyman make this statement?

Mr. CARTER. He made this statement a day or two ago, in Chicago, to me. When I told him that I was coming to Washington, he said, "I wish all the facts concerning this could be made known. It was such a terrible travesty on justice." As I say, he took all the testimony and he saw the witnesses on the stand and knew about it; and then he also referred to the relief of Col. Quinn, because it was known that he would testify honestly, and the putting in of somebody else in command at Savannah, so as to cause the men underneath him to testify untruthfully.

The CHAIRMAN. Was that removal for that cause you allege, or do you base that solely on suspicion, or have you any proof?

Mr. CARTER. I have this. Here is an official resolution of the Chamber of Commerce of Savannah, Ga.

Mr. MURRAY. What are you going to read from?

Mr. CARTER. From a compilation of the facts in this case which was made by me, under the direction of my attorney. This resolution can be gotten from the records of the Chamber of Commerce in Savannah. I read from page 78 of this statement of facts:

It has come to our knowledge from a most authentic source that the removal of Col. Quinn from this field of labor was at the instance and on the request of the Department of Justice. It is obvious that this last-named department has no knowledge of the condition of the engineering work of the Savannah Harbor, or of the administration of the same by Col. Quinn; therefore such request clearly can not be based on any objection to Col. Quinn as an engineer, or to his administration of the harbor work here.

I also quote from M. R. M. Larnier, of Washington, D. C., who was a well-known newspaper correspondent here in Washington. I do not know whether he is living or not.

Mr. DAISH. He is deceased.

Mr. CARTER. He is deceased. In a dispatch to the Savannah News he said:

It is well known that the officials of the Department of Justice earnestly desire the punishment of Messrs. Greene and Gaynor. * * * Under the circumstances it is assumed that any official who may say or do anything which may throw favorable light upon the Greene and Gaynor side of this celebrated case is not popular. * * * There is a very well-grounded impression of Col. Quinn might have been permitted to continue on duty at Savannah for a longer period had he not expressed an opinion of the work in Savannah harbor favorable to Capt. Carter and the contractors Greene and Gaynor.

The Judge of the United States Circuit Court of Appeals, Judge Pardee, says of that trial down there, in speaking of the charge of the trial judge:

It was a persuasive, argumentative charge, mainly, if not wholly, on the side of the prosecution, and in any ordinary case would warrant, if not absolutely require, a reversal.

The CHAIRMAN. Who was Judge Pardee?

Mr. CARTER. He was the presiding judge in the United States Court of Appeals, to which the Greene and Gaynor case went from Savannah.

The CHAIRMAN. Did Judge Pardee say that in his opinion?

Mr. CARTER. Yes; you will find that in the case.

Mr. HOWARD. Did he reverse it?

Mr. CARTER. No; he was in the minority.

Mr. HOWARD. That is the dissenting opinion?

Mr. CARTER. That is the dissenting opinion. He says they did not have a fair trial, but he limits himself "under the glamour, not to say clamor, attending this case, to a formal dissent" from the judgment of the trial court.

Mr. DAISH. Judge Pardee is referring to the celebrated charge by Judge Speer, in the trial of the Greene and Gaynor case.

Mr. CARTER. I think I ought to just say one more thing in this, and that is that the circuit court and the circuit court of appeals both found that the specifications were properly drawn, and the advertising was properly done, that the contracts were honestly let, and honestly performed, and that they were carried out at a large saving to the Government, and that every single thing attached by the Government and by Mr. Erwin, and to sustain which he spent so many years, was found to be false.

The conclusion of the court was this, that Greene and Gaynor made that money by the oppression of their labor, and that any contractor who makes a large sum of money, the Government may keep the work and get back from him all the money which is paid out, and send him to prison.

Mr. HOWARD. Mr. Carter, what motive do you attribute to these officers for this sort of persecution of you?

Mr. CARTER. I will tell you. In the beginning it started, I think, in this way: Here is an affidavit which probably explains why it started. Here is an affidavit by John D. Paige, who is a quite prominent physician of Savannah, and who is a friend of mine, and he is one of the men to whom I gave Capt. Gillette a letter of introduction. I gave him half a dozen letters of introduction to several people there and put him up at the club. This affidavit reads as follows:

In the Circuit Court of the United States Northern District of Illinois, Northern Division. *United States of America v. Oberlin M. Carter, et al.*

STATE OF ILLINOIS, County of Cook, ss:

John D. Paige, being first duly sworn, on oath deposes and says, that in the summer of 1897 he was a physician residing in Savannah, Ga.; that in the latter part of July, 1897, Capt. C. E. Gillette presented to him a letter of introduction from Capt. Oberlin M. Carter; that he thereupon extended some courtesies to Capt. Gillette; that almost as soon as he met him Capt. Gillette began to speak disparagingly of Capt. Carter, saying to deponent, "I hear Carter lived very high while he was here and was drunk most of the time," to which deponent replied that he was Capt. Carter's physician as well as his friend, and hence knew that statement to be false, whereupon Capt. Gillette rejoined: "You can't pull the wool over my eyes; I know all about Carter, and I'll pull him down from his pedestal before I get through with him. By —, I'll make these people here eat their words about him. I haven't heard a — thing since I came here but 'Carter did this; Carter did that'—it makes me tired. Because he has money he thinks he owns the whole earth; he is military attaché at London, a member of the Nicaragua Canal Commission, and is now going to Europe on a junketing trip. He is nothing but a captain of engineers, and I'm just as good as he is. Besides he is a — thief, anyway, and I'll show him up before I get through with him; if I can't convict him of anything I'll besmirch him, anyway."

Whereupon deponent got rid of Capt. Gillette at the earliest opportunity and has had nothing to do with him since. And further deponent sayeth not, except that he says he makes this affidavit for the purpose of showing the char-

acter of Capt. Gillette and his animosity against Capt. Carter as displayed to deponent in the manner hereinbefore set forth while said Gillette was being entertained by deponent as the result of a letter of introduction from Capt. Carter.

JOHN D. PAIGE.

Subscribed and sworn to before me this the 4th day of January, A. D. 1905.

[SEAL.]

OLIVE A. MERTZ,
Notary Public.

That was the beginning.

Mr. HOWARD. What was the cause of Gillette being hostile to you in that way?

Mr. CARTER. I can not understand, unless it was the character of the man; and I think you will appreciate the character of the man when I review just one word of what Gillette said to an officer of the Corps of Engineers, which was testified to by that officer.

During the progress of the court-martial trial Gillette went to Maj. Thomas H. Rees, Corps of Engineers, United States Army (who had been summoned as a witness on my behalf), and threatened that if Rees did not testify as Gillette wanted him to testify he would ruin him also. On the witness stand Gillette admitted that fact and even related part of his conversation with Rees, Gillette's testimony being as follows:

I says, "Well, you are down here as a witness?" He says, "Yes; I am still a believer in Carter." I says, "That is all right, but * * * there are two ways of stating the truth. * * * You had better come up to the office and look things over."

Concerning that action of Gillette, Maj. Rees testifies as follows:

He (Gillette) went on to show me what he could produce against Capt. Carter, particularly with reference to the quarantine matter—which I knew all about, and knew there was not anything to it—tried to make that as black as possible, * * * and told me to come up and he would show me lots of things.

Gillette then urged Rees to testify against me on the ground that it would be to his interest to do so, saying, as Rees testifies:

"Now, you and I will be in the Corps of Engineers longer than Capt. Carter; I know that. Now, we will have to be careful how we stand in this business."

When Gillette found he could not persuade Rees to testify unfairly against me, Gillette then threatened to hurt Rees, saying to him, as Rees testifies:

I realize that I am held socially, professionally, and officially responsible for the charges against Capt. Carter. I realize that it has come to be a fight between him and me, and when I am fighting I fight hard, and anybody who stands in my way is liable to get hit. It would make no difference if it was my best friend; I would hit him and hurt him if I could.

On the witness stand Gillette was forced to admit that he used that language to Rees, Gillette's admission being, "I may have said what he said I did," and Gillette added:

I have actively assisted in the prosecution of this case to the very best of my ability in and out of this court ever since I started, * * * from the sense of being held personally responsible for it.

Gillette further admitted on the witness stand that when he threatened to "hit" and to "hurt" anybody who stood in his way of injuring me, he made that threat against Rees for the following reason, as Gillette testifies:

The whole point of the conversation when I said I would not spare my best friend was to give him (Rees), as delicately and as decently as I could, a hint

of what would happen to him if he testified before this court in a biased manner which would give the court wrong impressions.

Mr. MURRAY. Where is Gillette now?

Mr. CARTER. I do not know. He is out of the service. I do not know where he is. I imagine, from what I can find out of the man—I will tell you what people in Savannah told me was the cause of it all. I knew everybody in Savannah, and every man in Savannah, I think, except one or two disgruntled people, was my friend.

Mr. HOWARD. What did they say was the cause of it?

Mr. CARTER. They told me the cause of it was this: That when Gillette came down there, always people spoke of me instead of him, and he was angry at it, because he wanted them to speak of him. But they said to him, "Carter has been here a long time, 13 or 14 years, and they know him, and they do not know you, and they are taking you up because he gave you letters of introduction." Then he fell in with one or two men whom I had had occasion to dismiss, and he put these men on the Government pay roll on condition that they would say things against me; and he employed all the disgruntled and discharged Government employees he could and made a report against me. I was then on the Nicaragua Canal Commission, and I had determined to report in favor of the Panama Canal, and then it was desired to get me off the Nicaragua Canal Commission; and there are a whole lot of matters, some of which I can prove and some of which I can not, and I do not know whether I had better go into those that I can not prove or not; but, anyway, if I had not been on the Nicaragua Canal Commission this matter probably would not have come up.

I, then, at the request of Gen. Ludlow, who was my predecessor on the Nicaragua Canal Commission, and who was my predecessor in London, resigned from the Nicaragua Canal Commission, and then there was an effort made to get me to resign from the Army. I said, "I will not compromise with dishonor. I never have in my life. You can kill me, or anything, but I will not resign, and I will not compromise."

This matter was then brought to a trial by court-martial, and I think that a great many of the men who were drawn into this thing were drawn in innocently, thinking there was something wrong, and when they got into it they were afraid, just as men were in the Dreyfus case in France, to overturn what had been done.

But, as to Mr. Erwin, it looks to me as though his motives were sordid. I do not know why a man should use perjured testimony when he knew it was perjury; and why he would procure it again and again and again, I do not know. You know, it is pretty hard to tell what a man's motives were. I can tell the facts.

Mr. DAISH. It has been asked what became of Capt. Gillette. I have no personal knowledge, as I was about to say, but at one time he was employed by the city of Philadelphia—after this occurred, of course—in connection with a water reservoir; at any rate, at that time the engineering features were in charge of a civil engineer from Cincinnati, whose name I think was John W. Hill, and Capt. Gillette preferred charges against that gentleman. There was a long investigation, and the civil engineer was acquitted of any misdoing whatever. Subsequently, Capt. Gillette ceased his relations with this

water concern or water board of the city of Philadelphia, and the last that I heard of him he was doing some mining work in Mexico.

Mr. MURRAY. What were the circumstances of his leaving the service?

Mr. CARTER. I do not know.

Mr. MURRAY. When did he leave the service?

Mr. CARTER. I think in 1899.

Mr. MURRAY. Do you know the circumstances?

Mr. CARTER. He resigned from the service to go to Philadelphia to prosecute a gentleman who was in charge of the waterworks there in Philadelphia, and that gentleman was acquitted.

Mr. MURRAY. Capt. Gillette resigned from the Army?

Mr. CARTER. Yes.

Mr. MURRAY. To take a position in civil service?

Mr. CARTER. His employment was by the city of Philadelphia to prosecute this man. I do not know—he went there as a prosecutor.

As to the motive, I have here a letter from Gen. Marshall, who was formerly Chief of Engineers of the United States Army, about Gillette, in which he speaks of the character of the man. This letter is dated February 5, 1908. To show that he thought everybody was a criminal, he thought Gen. John M. Wilson was a criminal, and everybody. He was of that temper.

Gen. Marshall says:

Ask Gen. Wilson, Chief of Engineers, if Gillette is not a crank on making contractors rigidly adhere to specifications. When he was ordered to relieve Carter he insulted the chief by accusing him of relieving him from his work in California at the instance of contractors on whom he said he had been stringent, etc. Gen. Wilson asked me what kind of a man Gillette was, to make such accusations, and I told him in diplomatic language that he was a damned fool that knows everything, or a crazy crank that knows nothing, and I did not know which, upon which there seemed to be an agreement. This was before the Carter matter was heard of at all.

It appears to be unfortunate that he was a man of diseased mind.

The CHAIRMAN. If you have nothing more, Captain, we are very much obliged to you; and unless the committee have some other questions to ask, Mr. Carter, I think we had better call this hearing at an end.

Mr. CARTER. I think there is just one other thing. I realize that what I am stating here may seem impossible to some of the members of the committee, and for that reason I would like to have you verify everything I have said. It is susceptible of absolute verification. I feel this way, that there is nothing that can make any amends to me, and I have no animus now in the matter, but I would love to have the truth known, because if it is true that the Department of Justice conducted these prosecutions that way, I would like to have the truth made known and made known by people powerful enough to be listened to.

(At 12.15 o'clock p. m. the committee adjourned.)

No. 9

HEARINGS

BEFORE THE

COMMITTEE ON EXPENDITURES IN THE
DEPARTMENT OF JUSTICE

HOUSE OF REPRESENTATIVES

ON

HOUSE RESOLUTION NO. 103

TO INVESTIGATE THE EXPENDITURES IN THE
DEPARTMENT OF JUSTICE

AUGUST 22, 1911



WASHINGTON
GOVERNMENT PRINTING OFFICE
1911

COMMITTEE ON EXPENDITURES IN THE DEPARTMENT OF JUSTICE.

[Committee room 286, House Office Building. Telephone 583. Meets on call of chairman.]

JACK BEALL, *Texas, Chairman.*

JAMES C. CANTRILL, *Kentucky.*

ELBERT A. HUBBARD, *Iowa.*

WILLIAM F. MURRAY, *Massachusetts.*

PAUL HOWLAND, *Ohio.*

SAMUEL A. WITHERSPOON, *Mississippi.*

STEPHEN G. PORTER, *Pennsylvania.*

JNO. E. HOLLINGSWORTH, *Clerk.*

EXPENDITURES IN THE DEPARTMENT OF JUSTICE.

COMMITTEE ON EXPENDITURES,
IN THE DEPARTMENT OF JUSTICE,
HOUSE OF REPRESENTATIVES,
Tuesday, August 22, 1911.

The committee this day met, Hon. Jack Beall (chairman) presiding.

TESTIMONY OF MR. J. H. MACKEY.

(The witness was duly sworn by the chairman.)

The CHAIRMAN. What position do you hold in the Department of Justice?

Mr. MACKEY. Disbursing clerk.

The CHAIRMAN. How long have you held that position?

Mr. MACKEY. Since June 18, 1909.

The CHAIRMAN. Who was your predecessor in office?

Mr. MACKEY. A. C. Caine.

The CHAIRMAN. I wish you would give, for the benefit of the committee, just an outline of what your duties are in the disbursement of moneys used for that department.

Mr. MACKEY. In a general way, the auditing of accounts and the disbursement of moneys. Those accounts consist of two classes, pay rolls and special vouchers. The pay rolls are all made up in the office of the disbursing clerk, while the special vouchers, mainly, are made up by the claimants and forwarded to the disbursing clerk for audit and payment. After receiving an administrative examination the paid accounts are forwarded to the Auditor for the State and Other Departments for final settlement.

The CHAIRMAN. Now, do they reach the Auditor for the State and Other Departments prior to the time they are paid?

Mr. MACKEY. No, sir.

The CHAIRMAN. But they do go through as paid vouchers?

Mr. MACKEY. They go through as paid vouchers.

The CHAIRMAN. Are all the expenditures for the Department of Justice disbursed through your office?

Mr. MACKEY. No, sir.

The CHAIRMAN. What character of expenditures are paid elsewhere?

Mr. MACKEY. Court expenses; mainly court expenses. They are paid by the marshals in the several districts.

The CHAIRMAN. Now, do the vouchers of the marshals come through your office at all?

Mr. MACKEY. Not at all.

The CHAIRMAN. They go direct to the Auditor for the State and Other Departments?

Mr. MACKEY. No; they go through the Division of Accounts of the Department of Justice for a preaudit before going to the Auditor for the State and Other Departments for final audit.

The CHAIRMAN. Does it often happen that any accounts that are paid by your office are questioned or the amounts modified or changed by the auditor's office?

Mr. MACKEY. Sometimes; yes, sir.

The CHAIRMAN. Could you furnish the committee—I do not mean just now, but at your convenience—a list of instances within the last two years in which any question has been raised by the auditor's office with reference to payments made by you?

Mr. MACKEY. Yes; I shall be glad to do that.

The CHAIRMAN. Were you in the disbursing clerk's office when there was a controversy over the account of Marion Erwin because of his holding a dual position?

Mr. MACKEY. I was in the disbursing office at that time, but the account was settled through the Division of Accounts; that settlement was made direct.

The CHAIRMAN. It was not paid through the disbursing office?

Mr. MACKEY. That is my recollection. I presume you mean the account about which a decision of the comptroller was rendered?

The CHAIRMAN. Yes. Well, now, do you have many instances of that kind, where questions come up between your office and the auditor's office?

Mr. MACKEY. Well, proportionately small. There are instances, but not a great many. Those differences are set out in a statement of suspensions monthly.

The CHAIRMAN. Set out in a statement of what?

Mr. MACKEY. Of suspensions monthly.

The CHAIRMAN. Well, when special assistants to the Attorney General are employed what evidence of that employment is filed in your office?

Mr. MACKEY. A notice from the appointment clerk of the Department of Justice.

The CHAIRMAN. And a like notice is given for every reappointment or every change in appointment?

Mr. MACKEY. Yes, sir.

The CHAIRMAN. The main purpose for which we have you here this morning is to identify and verify quite a large number of statements that have come in from the Department of Justice in response to requests from this committee, a number of them being tabulated statements showing the amount of expenditures for different purposes. Were these tables prepared under your supervision and direction?

Mr. MACKEY. They were.

The CHAIRMAN. After they were prepared did you examine them and verify them?

Mr. MACKEY. Not in all instances. I attempted to give the work a general supervision and in some cases I looked over some of those statements; in fact, all of them in a general way, but I had not the time to go into every item.

The CHAIRMAN. Well, are you now in a position to say that these statements that are furnished are full, complete, and correct statements and as near so as your office can furnish?

Mr. MACKEY. To the best of my knowledge and belief; yes, sir.

The CHAIRMAN. To your knowledge nothing has been omitted from them that should have been included in them?

Mr. MACKEY. No, sir; nothing whatever.

The CHAIRMAN. You mentioned to me before this hearing began that in justice to the department it might be proper to make some little explanation as to possible discrepancies, small discrepancies in amounts that may be contained here as compared with amounts contained in annual reports?

Mr. MACKEY. Yes, sir; that was the auditor's office, small discrepancies between the initial settlement and the final settlement in the auditor's office.

The CHAIRMAN. Well now, if you care to do so you might make that explanation at this point so that it will go into the record.

Mr. MACKEY. After these accounts are paid by the disbursing clerk they are forwarded monthly to the Auditor for the State and Other Departments for settlement; in the course of final settlement certain differences often arise between the paid accounts and the auditor's settlement. These differences, as explained heretofore, are shown in a statement of suspensions issued by the auditor. They are mostly small amounts, and not all suspensions result in disallowances. Where there are disallowances the money is recovered and refunded to the credit of the appropriation. The following copy, certificate, disbursing clerk, consolidated, illustrates how this is done.

[Division of Judicial Accounts. Form 3841.—Ed. Sept. 28-07—500.]

COPY, CERTIFICATE, DISBURSING CLERK—CONSOLIDATED.

JUDICIAL FISCAL OFFICERS, No. 3521.

TREASURY DEPARTMENT,
OFFICE OF THE AUDITOR FOR THE STATE
AND OTHER DEPARTMENTS,
Washington, April 12, 1911.

I hereby certify that I have examined and settled the account of J. H. Mackey, disbursing clerk, Department of Justice, with the United States, from January 1, 1911, to January 31, 1911, under his official bond dated June 18, 1909, and find a balance due the United States of \$188,379.07, under the several appropriations and headings of account, as stated above.

Please cause to issue a transfer warrant charging appropriation for detection and prosecution of crimes, 1911, with \$832.61 and a counter warrant for the credit of appropriation for miscellaneous expenses United States courts, 1911, in an equal sum.

\$188,379.07.

G. W. ESTERLY,
Acting Auditor for the State and Other Departments.

To the SECRETARY OF THE TREASURY
(*Division of Bookkeeping and Warrants.*)

G. W. ESTERLY,
Acting Auditor.
Q. M. G.

To the ATTORNEY GENERAL:
The above is a true copy of the original.

TREASURY DEPARTMENT,
OFFICE OF AUDITOR FOR STATE AND OTHER DEPARTMENTS,
Washington, April 12, 1911.

J. H. MACKEY, Esq.,
Disbursing Clerk, Department of Justice,
Washington, D. C.

SIR: You are informed that your account for disbursements from January 1, 1911, to January 31, 1911, has this day been settled per certificate No. 3521 and a net bal-

ance found due the United States in the sum of \$188,379.07, made up by appropriations as follows:

Salaries, Department of Justice, 1911.....	\$35,592.98
Furniture and repairs, 1911.....	1,233.48
Books for department library, 1911.....	1,689.74
Books for offices of solicitors, 1911.....	200.88
Stationery, 1911.....	2,767.16
Transportation, 1911.....	1,494.89
Miscellaneous items, 1911.....	3,951.96
Detection and prosecution of crimes, 1911.....	31,434.86
Defending suits against United States, 1911.....	3,115.42
Defense Indian depredation claims, 1911.....	3,819.98
Repairs to courthouse, Washington, D. C., 1911.....	159.20
Traveling and miscellaneous expenses, Department of Justice, 1911....	4,999.32
Pay, regular assistant attorneys, 1911.....	1,538.90
Salaries, fees, and expenses of marshals, 1911.....	2,495.43
Salaries and expenses of district attorneys, 1911.....	3,192.05
Enforcement acts to regulate commerce, 1910-11.....	13,425.53
Rent buildings, Department of Justice, 1911.....	3,924.99
Pay, special assistant attorneys, 1911.....	10,100.10
Salaries, Supreme Court, 1911.....	8.90
Salaries, circuit courts, 1911.....	1,000.00
Salaries, district judges, 1911.....	1,000.00
Salary, Commissioner Yellowstone National Park, 1911.....	125.00
Supplies, United States courts, 1911.....	4,555.87
Suits for removal of restrictions, Five Civilized Tribes.....	5,072.51
Investigating title to United States lands, District of Columbia.....	860.81
Auditors, Court of Claims, 1911.....	399.00
Inspection of prisons and prisoners, 1911.....	3,611.35
Protecting interests United States in customs matters, 1911.....	1,811.95
Protecting interests United States in suits affecting Pacific R. R.....	3,770.47
Books for judicial officers, 1911.....	1,865.55
Addition to courthouse, Washington, D. C.....	1,468.44
Furnishing addition to courthouse, 1910-11.....	1,610.80
Prosecution of crimes, etc., Kickapoo lands, Oklahoma.....	6,507.28
Suits, etc., Seminole allotted lands, Oklahoma.....	1,848.20
Special repairs to courthouse, Washington, D. C.....	5,000.00
Salary, warden, jail, 1911.....	500.00
Jail, District of Columbia, 1910-11.....	13,679.90
Protecting interests United States, Commerce Court cases, 1911.....	2,000.00
Furniture and repairs, 1910.....	.77
Prosecution of crimes, 1910.....	8.24
Miscellaneous expenses, United States courts, 1910.....	103.15
Miscellaneous expenses, United States courts, 1911.....	832.61
Investigation and prosecution of frauds, 1911.....	2,000.00
United States Commerce Court, 1911.....	2,000.00
Protecting interests, United States in customs matters.....	1,801.41

188,379.07

Respectfully,

T. W. G.

G. W. ESTERLY, *Acting Auditor.*

[Certificate 3521.]

Balance due United States per this settlement.....	\$188,379.07
Balance due United States per disbursing clerk's account.....	188,168.59
Difference.....	210.48

Arising as follows:

Miscellaneous items, 1911.

Item No.

1. Voucher 30, Western Union Telegraph Co.: Telegram, Nov. 4, from Finch to superintendent, workhouse, Occoquan, Va., in excess of 30 cents for 30 words; suspended..... .08
2. Telegram, Nov. 19-20: Finch to Ellsworth, Mexico, charge in excess of \$2.11 suspended, \$6.38 charged..... 4.27

Item No.

3. Telegram, same date, Finch to Ellsworth, Mexico, charge in excess of \$1.12 suspended, \$2.16 charged.....	\$1.04
Total, miscellaneous expenses, 1911.....	5.39

Paid, Jan. 11.

Detection and prosecution of crimes, 1911.

4. Voucher 2, H. B. Jacobs: Laundry (\$1.19) twice charged; as voucher 9½ under date of Dec. 22, and again under date of Dec. 23 (no other voucher submitted); suspended.....	1.19
Paid, Jan. 3, 1911.	
5. Same voucher: Excess over 20 cents for telegram of 18 words from Chicago to Washington; suspended.....	.05
6. Voucher 12, George W. Starck: Excess for notarial fee in New York over 12 cents; suspended.....	.13
Paid, Jan. 4, 1911.	
7. Voucher 19, William P. Hazen: The claimant makes charge of \$2.25 for board at Guilford Hotel, Greensboro, on the 5th December, and \$3.50 per day for the seven days following, making \$26.75. The voucher shows payment of \$26; suspended.....	.75
Paid, Jan. 5.	
8. Voucher 44, W. C. Dannenberg: Refunded by claimant on account of admitted error; disallowed.....	.15
Paid, Jan. 6, 1911.	
9. Voucher 56, H. M. O'Blennes: Charge for telegram from chief of bureau; suspended. Was this not paid for by the sender?.....	.27
Paid, Jan. 7, 1911.	
10. Voucher 69, W. W. Bon Durant: It seems probable that charge for laundry for the 12th December, under date of Dec. 24, is duplicate of charge under date of Dec. 14; suspended.....	1.20
Paid, Jan. 7, 1911.	
11. Voucher 81, J. R. Darling: Charge for telegram, Dec. 13, to reserve hotel accommodations, suspended.....	.20
Paid, Jan. 9.	
12. Voucher 97, F. H. Lancaster: Excess for subsistence, Dec. 16, suspended..	.15
Paid, Jan. 10.	
13. Voucher 102, Walter Lewis: Charge for exchange in payment to R. J. Lynch, subvoucher 8, suspended.....	.10
Paid, Jan. 11.	
14. Voucher 161, Baltimore & Ohio R. R. Co.: Error in allowing \$98.35 instead of \$93.35, the correct footing of the voucher, suspended.....	5.00
Paid, Jan. 21.	
Total, detection and prosecution, etc.....	9.19

Defense in Indian depredation claims, 1911.

15. Voucher 1, John Stansbury: Error in crediting \$12 on account of error in addition, it being evident that but \$1.35 on account of railroad fare, Anita, Iowa, to Des Moines, was intended to be charged, disallowed..	12.00
16. Same voucher: Laundry allowance for 24 days, \$4; \$4.50 charged, suspended.....	.50
Paid, Jan. 4, 1911.	
17. Voucher 2, E. Ingalls: Excess for subsistence, Dec. 27, suspended.....	.50
Paid, Jan. 7, 1911.	
Total, Indian depredation claims.....	13.00

Enforcement acts to regulate commerce, 1911.

18. Voucher 16, V. N. Roadstrum. Error in extension:	
Dec. 20.....	\$0.10
Dec. 22.....	.05
Suspended.....	.15
Paid, Jan. 4, 1911.	

Item No.

19. Voucher 23, E. P. Grosvenor:

Excess for subsistence, Dec. 13, suspended.....	\$0.75
Excess for subsistence, Dec. 22, suspended.....	.10
Paid, Jan. 5, 1911.	

Total, acts to regulate commerce..... 1.00

Pay, special assistants, 1911.

20. Voucher 11, Peyton Gordon. Night telegram, Minneapolis to Boise, Idaho, Dec. 5, 12 words charged, at 20 cents; should be 15 cents; telegram (night) from Washington, Dec. 6, 41 words, charged at 80 cents; should be 46; telegram from Minneapolis, Dec. 24, 29 words, charged at 59 cents; should be 44 cents. Suspended.....	.54
Paid, Jan. 7.	

NOTE.—The footing of page 2 of account should be \$114.10 apparently, not \$113.10.

21. Voucher 13, T. C. Becker:

Excess for subsistence en route to and at Detroit, Mich., a \$5 city, Dec. 7, suspended.....	\$1.00
Excess for meals en route Dec. 13, 14, and 15, 10 cents each day.	.30
Paid, Jan. 9, 1911.	

1.30

Total, special assistants, 1911..... 1.84

Transportation, 1911.

22. Voucher 1, M. Johnson: For hauling ashes, disallowed under this appropriation; allowed under Miscellaneous Expenses, 1911.....	33.60
Paid, Jan. 4.	

Credit, miscellaneous items, 1911: Voucher of M. Johnson for hauling ashes disallowed under Transportation; allowed herein, \$33.60.

Recapitulation.

Suspended herein:

Miscellaneous items, 1911.....	\$5.39
Detection and prosecution of crimes, 1911.....	9.19
Defense Indian depredation claims, 1911.....	13.00
Enforcement acts to regulate commerce, 1910-11.....	1.00
Pay, special assistant attorneys, 1911.....	1.84
Transportation, 1911.....	33.60

\$64.02

Credit: Miscellaneous items, 1911..... 33.60

Prior accounts:

2838, miscellaneous expenses, United States courts, 1910.....	9.82	30.42
2899, miscellaneous expenses, United States courts, 1910.....	8.32	
2953, miscellaneous expenses, United States courts, 1910.....	14.01	
3090, detection and prosecution of crimes, 1911.....	13.76	
3226, detection and prosecution of crimes, 1911.....	6.08	
3313, detection and prosecution of crimes, 1911.....	51.33	
Defending suits against United States, 1911.....	9.90	
Traveling and miscellaneous expenses, Department of Justice, 1911.....	.60	
Salaries, fees, and expenses of marshals, 1911.....	16.67	
Enforcement acts to regulate commerce, 1911.....	2.25	
Inspection of prisons and prisoners, 1911.....	.60	
Protecting interests of United States in suits affecting Pacific R. R.....	.20	
3395, salaries, Department of Justice, 1911.....	4.44	
Miscellaneous items, 1911.....	40.46	
Detection and prosecution of crimes, 1911.....	35.81	
Defending suits against United States, 1911.....	2.83	
Enforcement acts to regulate commerce, 1910-11.....	.15	
Pay, special assistants, 1911.....	.99	
Inspection prisons and prisoners, 1911.....	2.30	
Prosecution of crimes, etc., Kickapoo lands.....	14.50	

235.02

Credit:

Stationery, 1911.....	\$40. 46	
Five Civilized Tribes.....	14. 50	
		\$54. 96
		<u>\$180. 06</u>

Difference as above..... 210. 48

APRIL 11, 1911.

[Division of Judicial Accounts. Form 3986.—Ed. July 6-09—2,500.]

STATEMENT ON SUSPENSIONS.

TREASURY DEPARTMENT,
OFFICE OF THE AUDITOR FOR THE STATE AND OTHER DEPARTMENTS.

[In the matter of an account of J. H. Mackey, disbursing clerk for the Department of Justice, November 1, 1910, to November 30, 1910.]

The following items, suspended per certificate No. 3313, are now allowed, disallowed, or resuspended, as indicated below:

Detection and prosecution of crimes, 1911.

Item No. 10, voucher 119, F. H. Lancaster: Subvoucher A. S. Coy, sr.,
allowed..... \$52. 00

APRIL 11, 1911.

The CHAIRMAN. Are you in a position to give the committee information as to how many instances there are in which double pay is allowed?

Mr. MACKEY. You wish me to name the specific cases?

The CHAIRMAN. If you can do so I wish you would, and you may refer to any of these tables.

Mr. MACKEY. By referring to the tables I think I could.

The CHAIRMAN. Please gather them together so we can have them in condensed form.

Mr. MACKEY. Alexander Ackerman——

Mr. HOWLAND. What do you mean by double pay?

The CHAIRMAN. Take for example a case like this: A man is appointed to serve as a district attorney or assistant district attorney and while he is serving in that capacity and drawing pay for that service he is designated to do some other work for the Department of Justice and given the title of assistant to the Attorney General and paid a salary for that.

Mr. HOWLAND. Do you call that double pay?

The CHAIRMAN. I think so.

Mr. HOWLAND. Well, I do not.

The CHAIRMAN. Or double employment.

Mr. HOWLAND. Well, that is different. That is pay for two separate and distinct employments; it is not double pay for the same employment.

The CHAIRMAN. Well, let us take the case—I do not want to go into an argument—of a man who is appointed district attorney and paid a fixed compensation for that. In return for that compensation he is expected to give to the Government his time. It is supposed that——

Mr. HOWLAND (interposing). But he is not expected to do any such thing and never does. He is not prohibited from practicing on the civil side of the court and taking outside practice in any other court.

The CHAIRMAN. Well, that may be true; that is, any practice that does not take him out of his district and would not interfere with the performance of his duties. A man that is appointed to a district, for instance, in Georgia, and paid \$3,500 for his services in Georgia, can not be taken out of Georgia and kept out of Georgia for 10 or 12 years and given \$5,000 compensation for services performed in New York and elsewhere.

Mr. HOWLAND. Well, I did not mean to interfere with your examination.

The CHAIRMAN. Under those circumstances he would be bound to neglect his duties in Georgia or neglect his duties elsewhere.

Mr. HOWLAND. As I say, I did not mean to interfere with the logical development of this matter.

Mr. WITHERSPOON. The question whether it is double pay or not would depend upon two theories. When a district attorney is appointed and paid a salary, that entitles the Government to all of his time, and if you take him out of his district and pay him something for that he has been doubly paid, because the salary has been paid him for all of his time. But if you take the other theory, that he is only required by law to work in his own district and that whatever he does outside of the district is something that his salary does not pay him for, then it is double pay in this sense, that he is doing work in the district of some other district attorney whose salary is paid him for doing that same work, and while the Government may not have paid him double pay, it has paid twice for the work—once to the regular district attorney, who is certainly required to do all the work in his district, and for that same work to another district attorney whom they have brought into that district.

The CHAIRMAN. I think that is a very clear statement of the case. I have not the slightest doubt in the world but what it was the intention of Congress to prevent just that sort of thing being done. I do not see how any man can read the statute without coming to the conclusion that it was the purpose to prevent abuses of that kind when the statute was enacted, and, while the Supreme Court and the Comptroller of the Treasury have nullified the statute, it seems to me to be plain that the purpose of the statute is to prevent just that sort of thing.

Mr. WITHERSPOON. If it goes on in this way you had better abolish districts as well as district attorneys.

The CHAIRMAN. In making that statement, Mr. Mackey, will you indicate the positions held by the different individuals whose names you recall?

Mr. MACKEY. The dual positions?

The CHAIRMAN. Yes.

Mr. MACKEY. Alexander Ackerman, assistant United States attorney, Georgia, southern.

The CHAIRMAN. What was his salary?

Mr. MACKEY. I do not think I have that list with me, although I think it is \$2,500.

Mr. HOWLAND. We have it somewhere.

The CHAIRMAN. We have it somewhere, and you can insert that when the proof comes to you.

Mr. MACKEY. And special assistant to the Attorney General, compensation to be determined. William H. Armbrrecht, United States district attorney, Alabama, southern, \$3,000 per annum, and special

assistant to the Attorney General and to the United States attorney, Mississippi, middle. D. C. Betjeman—

The CHAIRMAN (interposing). If you prefer to present that in tabulated form, you can do so when the proof comes to you.

Mr. MACKEY. I would prefer to do that, if you will allow me.

(The following table was furnished by Mr. Mackey in compliance with the foregoing request.)

List of persons receiving or having received compensation under two employments held at the same time, one or both having a stated salary, whose names appear in the statements of payments made to special assistants to the Attorney General and to United States district attorneys, from July 1, 1905, to May 31, 1911.

Name.	Title.	Rate of pay.
Ackerman, Alex....	Assistant United States Attorney, Georgia, southern. Special assistant to Attorney General....	\$2,500 per annum. Compensation to be determined by Attorney General on completion of service.
Armbricht, Wm. H.	United States district attorney, Alabama, southern. Special assistant United States attorney, Mississippi, southern; special assistant to Attorney General.	\$3,000 per annum. Compensation to be determined by Attorney General on completion of service.
Betjeman, D. C.....	Clerk to the United States attorney, Georgia, southern. Special assistant United States attorney, Georgia, northern.	\$900 per annum. Compensation to be determined by Attorney General on completion of service.
Bielaski, A. B.....	Examiner, office of Attorney General.... Special assistant to Attorney General....	\$2,250 per annum. Compensation to be determined by Attorney General on completion of service.
Burke, Timothy F..	United States district attorney, Wyoming. Special assistant to Attorney General....	\$4,000 per annum. Compensation to be determined by Attorney General on completion of service.
Erwin, Marion.....	United States district attorney, Georgia, southern. Special assistant to Attorney General....	\$3,500 per annum. \$5,000 per annum.
Frost, A. N.....	do..... do.....	\$1,800 per annum, payable from appropriation "Enforcement of antitrust laws." \$1,200 per annum, payable from appropriation "Pay of special assistant attorneys, United States courts."
Krats, John A., Jr..	Stenographic clerk to Associate Justice, United States Supreme Court. Special assistant United States attorney, Massachusetts; special assistant to Attorney General.	\$1,600 per annum. \$250 per month.
Marshall, John.....	Clerk to the United States attorney, West Virginia, northern. Special assistant to Attorney General....	\$1,000 per annum. Compensation to be determined by Attorney General on completion of service.
Nields, John P.....	United States district attorney, Delaware. Special assistant to Attorney General....	\$2,000 per annum. Compensation to be determined by Attorney General on completion of service.
Rush, S. R.....	do..... do.....	\$5,000 per annum. Compensation to be determined by Attorney General on completion of service.
Strickland, R. T....	Attorney in charge of titles..... Special assistant to Attorney General....	\$2,700 per annum. Compensation to be determined by Attorney General on completion of service.
Whitehouse, R. T...	United States district attorney, Maine.... Special assistant United States attorney, Missouri, eastern.	\$3,000 per annum. Compensation to be determined by Attorney General on completion of service.
Wilkerson, James H.	Special assistant United States attorney, Illinois, northern. Special assistant to the Attorney General.	\$5,000 per annum. Compensation to be determined by Attorney General on completion of service.

Mr. HOWLAND. Why could he not fix that up and hand it to the stenographer, so he would not have to work it out now?

Mr. MACKEY. I do not have all of the data with me.

The CHAIRMAN. If you can do so from recollection, you might state to the committee about how many instances of that kind there would be?

Mr. MACKEY. In looking over this statement hurriedly I notice seven instances.

The CHAIRMAN. The first thing that I have here is some correspondence and statements in regard to the service of Mr. Erwin and others in connection with the Greene and Gaynor cases. We have had a good deal in the hearings heretofore about those cases, and recently Mr. Carter requested the privilege of appearing before the committee, and it was granted, and he made a statement. I think it but just to the department that a full statement of those cases, and Mr. Erwin's and Mr. Johnson's connection with them, should go into the record. I want to again express my disapproval of the practice of employing men in that way. It may be that in this particular case good service was rendered; but I do not think it is good policy. And immediately following this correspondence will be other data in regard to the amounts of recovery and the amounts of expenditures in that case, showing the salaries paid to the Canadian attorneys and others, and the entire expense in connection with the prosecution of the Greene and Gaynor and Carter cases, and a full statement by the department of the entire case. So that the record will contain a statement from both sides of the controversy, and it ought to be full and complete.

(Said correspondence and statements are as follows:)

OFFICE OF THE SOLICITOR OF THE TREASURY,
Washington, July 18, 1911.

Pursuant to section 883 of the Revised Statutes of the United States, I hereby certify that the annexed is a copy of a letter written to Marion Erwin, United States attorney at Macon, Ga., by the Solicitor of the Treasury on the day it bears date; also copy of a letter received from Marion Erwin in reply to letter of Solicitor of the Treasury bearing date March 4, 1911, in this office.

In witness whereof I have hereunto set my hand and caused the seal of the office of the Solicitor of the Treasury to be affixed on the day and year first above written.

[SEAL.]

W. S. THOMPSON,
Solicitor of the Treasury.

DEPARTMENT OF JUSTICE,
OFFICE OF THE SOLICITOR OF THE TREASURY,
Washington, D. C., March 4.

SIR: I am in receipt of a certificate of deposit, issued the 23d ultimo by the Merchants' National Bank of Savannah, Ga., for \$32,130.23, deposited by the clerk of the United States circuit court, on account of amount received in a case against Capt. O. M. Carter et al.

Please advise me of the nature of said case and the source of the amount collected; that is, whether it is the proceeds of the sale of property belonging to Carter, and how the same was recovered.

What part, if any, of this deposit is on account of costs? An early reply is desired so that the said sum can be covered into the Treasury.

Very respectfully,

W. T. THOMPSON, *Solicitor.*

MARION ERWIN, Esq.,
United States Attorney, Macon, Ga.

DEPARTMENT OF JUSTICE,
OFFICE OF THE UNITED STATES ATTORNEY
FOR THE SOUTHERN DISTRICT OF NEW YORK,
New York, April 8, 1911.

The SOLICITOR OF THE TREASURY,
Washington, D. C.

SIR: I have the honor to acknowledge receipt of your letter of March 4, 1911, directed to me at Savannah, Ga., also your letter of March 25, 1911, directed to me at Macon, Ga. Because I was absent at work for the Government in other fields, I have been unable to reply earlier and regret the delay. You say:

"I am in receipt of a certificate of deposit issued the 23d ultimo (February, 1911) by the Merchants' National Bank of Savannah, Ga., for \$32,130.23, deposited by the clerk of the United States court, on account of amount received in a case against Capt. O. M. Carter et al. Please advise me of the nature of the case, and the source of the amount collected—that is, whether it is the proceeds of the sale of property belonging to Carter and how the same was recovered. What part, if any, of this deposit is on account of costs?"

It will be best, perhaps, for me to briefly restate the situation as to the suits brought by the United States against Oberlin M. Carter, former captain, Corps of Engineers, United States Army.

Capt. Carter was engineer in charge of what is known as the Savannah engineering district, from April 24, 1888, to July 20, 1897, during which period there were a large number of district contracts let and executed under Capt. Carter for river and harbor improvement at various points in that district, involving the disbursements by him of several million dollars.

Capt. Carter's accounts covering all these disbursements were audited and allowed by the Treasury Department during the entire series of years, with the exception of accounts rendered by him for disbursements of the last four months of his service in that position, to wit, April, May, June, and July, 1897. The disbursements during those four months arose under contracts No. 6515 of October 8, 1896, for Savannah Harbor and contract No. 6517 of October 8, 1896, for Cumberland Sound.

Carter was tried and convicted by court-martial only for frauds growing out of said contracts 6515 and 6517, and the disbursements made during said four months. The same is true in regard to B. D. Greene and John F. Gaynor (the Altantic Contracting Co.), they were tried and convicted on indictment only for frauds committed under said contracts 6515 and 6517.

After Capt. Carter's conviction by court-martial, the auditing department of the Treasury in an adjustment made June 18, 1900, of Capt. Carter's accounts as disbursing officer for April, May, June, and July, 1897, disallowed all the credits claimed in Carter's accounts presented during said months aggregating \$646,667.16 on the ground that:

"Capt. O. M. Carter having been convicted by a court of competent jurisdiction of fraud and conspiracy in many items of his accounts, the whole becomes tainted with fraud, and this office is unable to determine what items, if any, should be passed to his credit."

It is apparent therefore that so far as any account against Capt. Carter as disbursing officer is concerned, left open on the books of the Treasury Department, they relate wholly to the said credits of \$646,667.16 claimed by him and disallowed in his accounts for 1897. A certified copy of said account so audited under certificate of the Secretary of the Treasury, bearing date January 10, 1901, was placed in the hands of the Attorney General.

The evidence developed in the court-martial proceedings against Carter and subsequent criminal proceedings for removal of Greene and Gaynor, conducted by Mr. Marion Erwin for the Government, indicated that the conspiracy and frauds had been in continuous operation between Carter, Greene and Gaynor from 1891 under all the contracts. While criminal prosecutions were cut off under the statute of limitations, for all acts done, except those arising under the contracts of October 8, 1896, there was no reason why the Government could not by civil suits recover from Carter, Greene, and Gaynor, all moneys fraudulently diverted on these contracts running back to 1891.

On June 26, 1901, the Attorney General appointed Mr. Marion Erwin as special assistant to the Attorney General and placed him in charge, under the direction of the Attorney General, of tracing the funds fraudulently diverted through said conspiracy and of instituting and conducting suits for the recovery of the funds wherever found, on the theory of tracing and subjecting trust funds fraudulently diverted.

The reasons for adopting the particular procedure adopted, and the details of the suits instituted and the then status of the litigation, is contained in the letter of the Attorney General of January 20, 1903 (S. C.-M. E. 314-1899), to the Comptroller of the Treasury, to which reference is made as a part of this response.

Reference is also made to a letter of November 26, 1910, to the Attorney General, written by Mr. Marion Erwin, special assistant to the Attorney General, a copy of which was sent by the Attorney General to the Comptroller of the Treasury in response to a request of the Solicitor of the Treasury dated November 17, 1910.

THE CIVIL SUITS FILED AGAINST O. M. CARTER.

The following-described civil suits were instituted on behalf of the Government by Mr. Marion Erwin, special assistant to the Attorney General, against Oberlin M. Carter and his agents, and those taking or holding assets under him, with notice of the frauds charged, for the purpose of recovering the investments made with the share of the fraudulent profits of the entire series of contracts from 1891 to 1897, inclusive, which had been received by O. M. Carter thereunder:

United States Circuit Court for the Southern District of New York.

UNITED STATES OF AMERICA V. OBERLIN M. CARTER ET AL.

Bill filed July 30, 1901. Frank W. Hubby, jr., receiver, appointed for assets in the jurisdiction of the court. Final decree November 18, 1910, and December 28, 1910, awarding the United States the assets in the hands of the receiver, after payment of certain costs and expenses of administration. It was decreed that the net balance of moneys in the hands of the receiver be deposited to the credit of the Treasurer of the United States as directed by the Attorney General. The real estate recovered was to be turned over to an agent of the United States to be designated by the Attorney General, and sold, and the net proceeds after costs of administration to be covered into the Treasury. This real estate is now being advertised for sale by Frank W. Hubby, jr., the agent designated by the Attorney General for that purpose.

The net balance of cash in the hands of Frank W. Hubby, jr., receiver, arising from the assets or income from the assets in his hands, awarded to the United States under said decree of November 18, 1910, \$10,765.92 was deposited by the direction of the Attorney General on December 23, 1910, by Frank W. Hubby, jr., receiver, in the Subtreasury, New York, to the credit of the Treasurer of the United States in said cause of *The United States v. Oberlin M. Carter et al.*

It may be stated that all the assets recovered in the above-stated New York suit, as investments made by Carter with the fruits of the fraud, including the above cash and the real estate in New York City not yet sold, arose from public funds fraudulently diverted by O. M. Carter to his own use, under the contracts running from 1891 to May, 1896, and therefore no part of the recovery in the New York suit is to be credited to the disallowances made by the accounting officers of the Treasury in Carter's accounts for 1897, hereinbefore referred to. There is no account open against Carter as disbursing officer, so far as I know, which represents it. As Carter mixed the funds he received as his share of the frauds from the various contracts, from 1891 to May, 1896, it is impossible to say which part of the recovery comes from one contract more than another during said period.

The decree of the court in New York made no award of costs. It awarded all the property in controversy to the Government subject to the costs and expenses of administration, which it allowed out of the fund. Greene and Gaynor were not parties to that suit.

The Circuit Court for the District of New Jersey.

THE UNITED STATES OF AMERICA V. O. M. CARTER ET AL.

Bill filed July 30, 1901. Frank W. Hubby, jr., receiver appointed to take charge of assets in the jurisdiction of the court. Final decree Nov. 19, 1910, and Dec. 28, 1910, awarding the United States the assets in the hands of the receiver after payment of certain costs and expenses of administration. It was decreed that the balance of moneys in the hands of the receiver be deposited to the credit of the Treasurer of the United States, as directed by the Attorney General. The real estate recovered was to be turned over to an agent of the United States to be designated by the Attorney General and sold, and the net proceeds after payment of costs of administration to be covered into the Treasury. This real estate is now being advertised for sale by Frank W. Hubby, jr., the agent designated by the Attorney General for that purpose.

The net balance of cash in the hands of Frank W. Hubby, jr., receiver, arising from the assets or income from assets in his hands in this suit, awarded to the United States under said decree of November 19, 1910, \$7,428.83, was deposited by the direction of the

Attorney General on December 23, 1910, by Frank W. Hubby, jr., receiver, in the subtreasury of the United States, New York, to the credit of the Treasurer of the United States in said cause of *The United States v. Oberlin M. Carter et al.*

It may be stated that all the assets received in the above-stated New Jersey suit as investments made by Carter with the fruits of the frauds, including the above cash and the real estate in Orange, N. J., not yet sold, arose from public funds fraudulently diverted by O. M. Carter to his own use, under the contracts from 1891 to May, 1896, except possibly \$21,000 advanced by Carter to the contractors out of his previous frauds during the work under the 1896 contracts, and which amount was refunded to Carter by the contractors out of the illegal profits of the contracts of October 8, 1896, and went into the New Jersey real estate bought by Carter. It is impossible for me to determine whether this \$21,000 is to be credited, when the real estate is sold, as a recovery on Carter's disbursing account stated by the Auditor of the Treasury for 1897 or not. It seems to me it arises out of the previous frauds. The recovery is on the series of contracts from 1891 to May, 1896, as I understand it.

The decree of the Circuit Court of New Jersey made no award of costs. It awarded all the property in controversy to the Government, subject to the costs and expenses of administration, which it allowed out of the fund. Greene and Gaynor were not parties to that suit.

The United States Circuit Court for the Eastern Division of the Southern District of Georgia.

THE UNITED STATES OF AMERICA V. OBERLIN M. CARTER ET AL.

Bill filed August 5, 1901. Max H. Whitney appointed receiver and Albert Wyly designated as receiver's agent to take charge of assets in the jurisdiction of the court.

Final decree February 21, 1911, awarding the United States the assets in the hands of the receiver after payment of certain costs and expenses of administration. It was decreed that the net balance of moneys in the registry of the court be deposited to the credit of the Treasurer of the United States, as directed by the Attorney General. Certain securities recovered were to be turned over to an agent of the United States designated by the Attorney General and sold and the net proceeds, after costs of administration, be covered into the Treasury. These securities are now being advertised for sale by Mr. Albert Wyly, the agent designated by the Attorney General for that purpose.

The net balance of cash in the registry of said court, \$32,130.23, as directed by said decree of February 21, 1911, was deposited on February 23, 1911, by T. F. Johnson, clerk of said circuit court, in the Merchants' National Bank of Savannah, Ga., to the credit of the Treasurer of the United States in said cause of *The United States of America v. Oberlin M. Carter et al.*

It may be stated that all the assets received in the above-stated Georgia suit as investments made by Carter with the fruits of the frauds, including the above cash, and securities not yet sold, arose from public funds fraudulently diverted by O. M. Carter to his own use, under contracts from 1891 to May, 1896, and antecedent to the contracts of October 8, 1896, and therefore there is no account open in the Treasury Department with Carter as a disbursing officer which is affected by these collections, as I understand it.

The decree of the circuit court of Georgia made no award of costs. It awarded all the property in controversy to the Government subject to the costs and expenses of administration, which it allowed out of the fund. Greene and Gaynor were not parties to that suit.

United States Circuit Court for the Southern District of West Virginia.

UNITED STATES OF AMERICA V. OBERLIN M. CARTER ET AL.

Bill filed August 30, 1901. G. A. Northcott, receiver, appointed to take charge of assets in the jurisdiction of the court.

The assets are tied up by reason of certain orders made by Judge Kohlsaat on interventions filed in the suit in the northern district of Illinois now pending on appeal in United States Circuit Court of Appeals, Seventh Circuit.

United States Circuit Court of the Southern District of Illinois.

UNITED STATES OF AMERICA V. OBERLIN M. CARTER ET AL.

Bill filed August 28, 1901. Receiver appointed, but no assets found.

United States Circuit Court for the Northern District of Illinois.

UNITED STATES OF AMERICA V. OBERLIN M. CARTER ET AL.

Bill filed August 27, 1901. Max H. Whitney, receiver, appointed to take charge of assets in the jurisdiction of the court. Final decree on mandate June 8, 1910.

The assets are tied up by reason of certain interventions now pending in United States Circuit Court of Appeals, seventh circuit.

The foregoing cover all the civil suits filed by the United States against Oberlin M. Carter.

There were other suits filed against Greene and Gaynor, but these have nothing to do with the suits against Carter, otherwise than they grew out of frauds in which they all jointly participated.

If any better understanding of the nature of these cases is desired than that above conveyed, I would refer you to the case of *United States v. Carter*, 217 U. S., 286.

There was a stipulation made between the parties that the issue of fraud and diversion of assets by Carter into investments as charged in complainant's bills in the six districts, should be tried first in Chicago case, and the judgment of that court (subject to appeal) should be executed by appropriate decrees in other districts. The final decree on mandate of the Supreme Court, in favor of the United States on the merits, was entered in the Chicago case June 8, 1910. The Government has been tied up as to the assets in the northern district of Illinois and southern district of West Virginia, as heretofore stated.

Very respectfully,

MARION ERWIN,
Special Assistant to the Attorney General.

TREASURY DEPARTMENT,
Office Auditor for War Department.
A true copy.

E. P. SEEDS, *Acting Auditor.*

JULY 20, 1911.

HON. GEORGE W. WICKERSHAM,
Attorney General, Department of Justice.

DEAR Mr. WICKERSHAM: In your absence to-day we applied to Solicitor General Lehman for some information which he very kindly undertook to furnish us, and which we now wish to confirm and to make further requests.

First. Please furnish counsel fees paid Mr. McMaster and others in Canada for services in the extradition cases of Greene and Gaynor, also the expenses of said attorneys in the United States and London. Give also the incidental expenses in the extradition cases, such as the chartering of a boat in Canada, and any other expenses not paid by Mr. Erwin or Mr. Johnson.

Second. Furnish names and compensation of any other attorneys employed in the United States or other countries to assist in these cases, also give amount of expenses, if any were paid.

Third. Furnish the amount of money paid Mr. Erwin as special assistant in salary or commissions and his expenses.

Fourth. If any other expenditures were made, other than these named above in those cases, please furnish same to the committee.

By giving this your prompt attention you will very much oblige,

Very truly, yours,

JACK BEALL, *Chairman.*

DEPARTMENT OF JUSTICE,
Washington, July 27, 1911.

HON. JACK BEALL,

*Chairman Committee on Expenditures in the Department of Justice,
House of Representatives.*

SIR: Mr. Hollingsworth, clerk of the committee, was advised by letter from the Solicitor General, dated July 21, 1911, that it would require some little time to compile the information requested in your letter of July 20, 1911, concerning expenses in the extradition cases of Greene and Gaynor. The information contemplated by the first three items enumerated therein is now being compiled and will be furnished as early as practicable. The fourth item, however, which reads as follows: "If any other expenditures were made * * * in these cases, please furnish same to the committee," is exceedingly broad and somewhat indefinite.

It is not the custom of the department to segregate the expenses incurred in each case. The issues involved are generally such that the question of expense necessary to a successful prosecution is one of comparatively minor importance. In addition to this it is practically impossible to properly prorate numerous expenses of a general character into the cost of each case, so that the results, if such a system were established, would be only approximate and more or less unreliable.

In the absence of a record of the character above mentioned, it will be readily seen that the difficulty and work involved in undertaking to bring together all the expenses of criminal prosecution and civil litigation as complex and extending over such a long period as the cases in question would be very great indeed. A large variety of expenses have been incurred in connection with these cases; there has been advertising, a great deal of printing, the service of process, fees of witnesses and experts, etc., not only in one judicial district, but in many judicial districts and at different times.

In addition to the foregoing it is somewhat of an open question just what may be properly designated as the expenses of a given case. The time of the court, jurors, bailiffs, attorneys, and other regular salaried employees is consumed therein. Witnesses are called, process served, and the clerk of the court earns fees. Are all these items to be considered expenditures in specific cases and prorated by some elaborate method into the cost of the cases?

I have to suggest, therefore, that you will be more specific and definite as to the fourth item in your letter, bearing in mind the difficulties involved.

Respectfully,

GEO. W. WICKERSHAM,
Attorney General.

JULY 29, 1911.

HON. GEORGE W. WICKERSHAM,
Attorney General, Department of Justice.

DEAR MR. WICKERSHAM: We have your favor of the 27th instant in which you say that information called for by the first three items of our letter of the 20th instant will be furnished, but you are in something of a dilemma as to the fourth item, and would suggest that we be more specific and definite.

The committee desires to be furnished the entire cost of the Carter, Greene, and Gaynor cases, i. e., every item that properly enters into the expenditures, both criminal and civil cases. Of course, we do not mean by this that you are to account for the time of the judge, jurors, bailiffs, attorneys, and other regular salaried employees consumed therein, for that would be impossible of computation. We simply wish every item of expense you can reasonably furnish. The committee has no way of determining in advance the nature of all the expenditures in the cases named, and therefore can not, at least always, make specific requests. Hence the necessity for item 4. By reference to hearing No. 7, page 353, you will see that Mr. Erwin testified that the Attorney General detailed a secret service man to do some work in the Greene-Gaynor case, and his per diem expense for "several months" would necessarily enter into the cost of said cases. All items of this character, or any other reasonably procurable, the committee wishes. As to the variety of expenses named by you, such as advertising, printing, fees of witnesses, etc., we would suggest that you submit all items of expense readily accessible, and if the committee desires more information, additional requests can be made.

We are sure that you wish to accommodate the committee and are satisfied that you will be able to do so.

Very respectfully,

JNO. E. HOLLINGSWORTH, *Clerk.*

98800—No. 9—11—2

DEPARTMENT OF JUSTICE,
OFFICE OF THE ATTORNEY GENERAL,
Washington, D. C., August 1, 1911.

HON. JACK BEALL,

*Chairman Committee on Expenditures in the Department of Justice,
House of Representatives.*

DEAR MR. BEALL: I have Mr. Hollingsworth's letter of July 29. Of course, I am not only willing but desirous of furnishing to the committee all information which it may desire respecting the matters referred to it by the resolutions of the House, and I have responded as promptly as possible to all of its requests. I will give careful attention to the letter of the 29th ultimo and furnish you with as full information as possible.

Respectfully, yours,

GEO. W. WICKERSHAM,
Attorney General.

DEPARTMENT OF JUSTICE,
Washington.

HON. JACK BEALL,

*Chairman Committee on Expenditures in the Department of Justice,
House of Representatives.*

SIR: Referring to your letter of July 20, 1911, requesting statements of expenditures in the Carter, Greene, and Gaynor cases, both civil and criminal, and to subsequent correspondence in the matter, I transmit herewith the following statements:

No. 1, showing the compensation allowed MacMaster & Hickson and others in Canada in extradition cases of Greene and Gaynor; also cost of chartering boat in Canada, etc.

No. 2, showing names, compensation, and expenses of attorneys employed in the Carter, Greene, and Gaynor cases other than foreign counsel, and Mr. Erwin.

No. 3, showing amount paid Marion Erwin as special assistant attorney and special assistant to the Attorney General, for compensation and expenses including commissions.

No. 4, showing sundry expenses in Carter, Greene, and Gaynor cases other than those in statements Nos. 1, 2, and 3 and excluding payments to Edward I. Johnson heretofore separately reported. (Amounts paid by settlement direct from Treasury only.)

There is another portion of statement No. 4 to be submitted showing expenses of the cases in question paid by various disbursing officers throughout the United States. This will be furnished as soon as the reports requested from said disbursing officers have been received.

These statements do not, of course, include any costs paid through the War Department incident to the court-martial of the defendants nor the cost of the subsistence of the prisoners while serving sentence.

In order that the committee may more fully understand the matter, I inclose herewith a summary of the proceedings in these cases.

Respectfully,

GEO. W. WICKERSHAM,
Attorney General.

Statement No. 1, showing compensation allowed MacMaster & Hickson and others in Canada in extradition cases of Greene and Gaynor; also cost of chartering boat in Canada, etc.

MacMaster & Hickson, attorneys, Montreal, Canada, compensation covering both services and expenses.....	\$62,632.00
John L. Bittinger, United States Consul General, Montreal, Canada, for hire of tugboat.....	200.00
Gustavus G. Stewart, attorney, Montreal, Canada, compensation for legal services.....	10,000.00
Raoul Dandurand, attorney, Montreal, Canada, compensation for legal services.....	2,000.00
Calixte LeBenf, attorney, Montreal, Canada, compensation for legal services.....	250.00
Francis Kain, assistant cashier, United States Subtreasury, New York, expenses New York to Montreal, Canada, and return.....	51.65
C. A. Valle, governor of the common gaol, Montreal, Canada, board of Greene and Gaynor.....	107.00

A. St. Martin, Montreal, Canada, services translating judgment.....	\$50. 00
C. or O. Poliquin, Montreal, Canada, services as judge's messenger.....	40. 00
A. Cling, marshal, Montreal, Canada, attending court in charge of Gaynor and Greene.....	54.00
Sergeant T. Benard, Montreal, Canada, use of carriages.....	17. 00
The Gazette Printing Co., Montreal, Canada, printing opinion of judge...	192. 50
Maj. Cassius E. Gillette, United States Army, San Francisco, Cal., expenses on trip from Montreal, Canada, to Washington, D. C., Buffalo, N. Y., and return to Montreal, Canada.....	84. 45
John J. Lomax, Montreal, Canada, services as official reporter.....	800. 95
	<hr/> 76, 479. 55

Statement No. 2, showing names, compensation, and expenses of attorneys employed in the Carter, Gaynor, and Greene cases other than foreign counsel.

Names.	Expenses.	Compensation.	Total.
Wm. D. Corn.....	\$27. 35	\$270	\$297. 35
Samuel B. Adams.....		5,000	5,000. 00
Thomas F. Barr.....		3,500	3,500. 00
John L. Lott.....	16. 65		16. 65
	<hr/> 44. 00	<hr/> 8,770	<hr/> 8,814. 00

Statement No. 3, showing amount paid Marion Erwin as special assistant attorney and special assistant to the Attorney General, for compensation and expenses.

Commissions paid on amounts recovered:

United States v. Gaynor, et al., first.....	\$2, 500. 00
United States v. Carter, et al., second.....	1, 196. 21
United States v. Carter, et al., third.....	19, 723. 02
United States v. Carter, et al., fourth.....	805. 42

\$24, 224. 65

Compensation from July, 1901, to June, 1911.....	54, 583. 28
Expenses from July, 1901, to June, 1911.....	21, 794. 76

100, 602. 69

Statement No. 4, showing sundry expenses in Carter, Greene, and Gaynor cases, other than those in statements Nos. 1, 2, and 3, and excluding payments to Edw. I. Johnson, heretofore separately reported.

(a) Settlements made direct from the Treasury:

Edward P. Moxey, expert examiner.....	\$2, 402. 38
Louis Frey & Co., N. Y., blue prints.....	64. 44
Wm. J. Burns, Secret Service detective.....	142. 21
Frank H. Tyree, Secret Service detective.....	133. 06
David B. Shaw, Secret Service agent.....	260. 45
Appeal Printing Co., New York, record and depositions.....	3, 236. 78
A. L. Gallaher, special operative.....	1, 061. 05
James O. Bozezinski, Secret Service, Treasury Department.....	899. 60
Frank Burke, Secret Service, Treasury Department.....	65. 20
Henry C. Dickey, Secret Service, Treasury Department.....	464. 68
George F. White, United States marshal, Macon, Ga., services and expenses.....	1, 030. 82
James M. Wright, Secret Service, Treasury Department.....	199. 43
Richard H. Taylor, Secret Service agent.....	115. 20
Wm. J. Flynn, Secret Service agent.....	71. 46
Patrick J. Ahrens, Secret Service agent.....	75. 65
Robert McD. Mosser, Secret Service, Treasury Department.....	59. 85
Law Reporter Printing Co., Washington, D. C., publishing order of court.....	22. 32

(a) Settlements made direct from the Treasury—Continued.

Benj. H. Tyrrel, New York, printing copies of brief.....	\$54. 50
Gunthorp-Warren Printing Co., Chicago, Ill., printing records, briefs, etc.....	8,884. 28
Frank Pearson, Chicago, Ill., blue prints of exhibits.....	2,983. 64
Clarence A. Parsons, New York, services as commissioner in equity cases.....	120. 00
L. Wm. Gammon, United States Secret Service agent.....	157. 91

Total..... 22,504. 91

To be supplemented by a further statement showing amount paid by various disbursing officers.

SUMMARY OF PROCEEDINGS GROWING OUT OF RIVER AND HARBOR FRAUDS IN
SAVANNAH (GA.) ENGINEERING DISTRICT.

The legal proceedings instituted and conducted by the Government growing out of the river and harbor frauds committed through the conspiracy between Oberlin M. Carter, the engineer officer of the Government, and the contractors, Greene and Gaynor, in which the Government was defrauded out of over \$2,000,000, to demonstrate the frauds to bring the defendants to justice, to recover for the Government as far as possible the moneys out of which it was defrauded, involved proceedings of the most varied character, both criminal and civil.

(1) COURT-MARTIAL PROCEEDINGS AND COLLATERAL PROCEEDS GROWING OUT OF THE
SAME.

The first discovery of indications that frauds had been committed were made by Capt. Carter's successor, Capt. Gillette, about the 1st of August, 1897, about a month after Capt. O. M. Carter had been appointed on the Nicaragua Canal Commission. This resulted in an extensive investigation by a board of officers, who reported Capt. Carter for court-martial.

Capt. Carter was tried by court-martial in 1898, its sittings lasted about four months, and resulted in the conviction of Capt. Carter on April 30, 1898, on certain counts, charging, among other things, conspiracy and frauds under the river and harbor contracts of 1896. Capt. Carter had pleaded the statute of limitations on preceding transactions. He was sentenced to term of imprisonment for five years in the penitentiary and to pay a fine of \$5,000.

The court-martial record was then sent up to President McKinley for review under the military laws. The Spanish War intervened, and the review of the case was delayed for some time. In the meantime the then Secretary of War had unofficially, it appears, requested former Senator George F. Edmunds to make a review of the case on evidence and law. The latter made a report to the Secretary of War in substance that Capt. Carter had committed a great many irregularities in the conduct of his position, which had resulted in large and abnormal profits to the contractors, and recommended Capt. Carter's dismissal from the Army, but he concluded that there was no proof that Capt. Carter had personally received or benefited from any part of the profits of the contract, and his report accepted Capt. Carter's testimony that the large sums of money which Carter was shown by that record to have been spending during the latter years of his service at Savannah had come to him as gifts from his father-in-law, Robert F. Westcott, of New York, who had refused to testify before the military authorities and departed for an extended trip to Europe. Senator Edmunds's report concluded that the alleged failure to trace any part of the profits of the contracts back to Carter destroyed any presumption of a corrupt motive on Carter's part for doing the wrong things he had done from an engineering standpoint, and that his acts constituted simply bad judgment and carelessness, but not criminal fraud.

A great cry was then raised by Carter and his friends, through the newspapers and otherwise, that he was a second Dreyfus, and that he was wrongfully convicted.

President McKinley then referred the case to Mr. Attorney General Griggs for his opinion on the case.

There was a large mass of bank accounts and other accounts and documentary evidence of Carter's financial transactions in the court-martial record which had never been systematically analyzed and which it appeared Senator Edmunds in his report had ignored.

On May 15, 1899, Mr. Griggs had Mr. Edward I. Johnson, a national-bank examiner, who was regarded as one of the ablest accountants in the employ of the Government, detailed to aid him in the analysis of these transactions. Mr. Johnson was at work in connection with the Attorney General in that matter for several months, and the analysis of the accounts and documents at that time made was convincing to the Attorney General that the large amounts of money which Carter had been spending had come to him from the contractors, but the exact basis of the divisions made was not at that time demonstrated by this analysis made by the Attorney General.

The opinion of the Attorney General was rendered September 29, 1899, and approved by President McKinley, and Carter was placed under arrest by the military authorities at Governors Island for the purpose of transportation to the penitentiary at Fort Leavenworth, Kans.

Carter immediately took out habeas corpus proceedings before the United States court in New York, which went to the circuit court of appeals, and finally went on appeal to the Supreme Court of the United States; the result there was adverse to Capt. Carter. (*Carter v. Roberts*, 117 U. S., 496.)

Capt. Carter was finally committed to the penitentiary at Fort Leavenworth, Kans., April 27, 1900.

On October 17, 1901, Capt. Carter, then in the penitentiary, caused to be instituted a new habeas corpus proceeding for his release before the United States Circuit Court for the District of Kansas, raising new questions as to the legality of his conviction. The writ was denied by that court after hearing and the case was carried by Carter on appeal to the Supreme Court of the United States. That appeal was argued before the Supreme Court on the part of the Government by former Judge Advocate General J. W. Clous and the Solicitor General in December, 1901, and finally decided adversely to Carter January 6, 1902. (*Carter v. McClaughry*, 183 U. S., 365.)

Capt. Carter served his term, less credit for good behavior, and was released from the penitentiary about November 27, 1903.

All of the foregoing proceedings related solely to the prosecutions by the military authorities or to the proceedings conducted by the Department of Justice in aid thereof, or in defense of proceedings in the civil courts instituted by Carter to escape the punishment inflicted upon him by the military authorities.

They are separate and distinct proceedings from the prosecutions and suits instituted and conducted by the Department of Justice in the civil courts to bring to punishment, under the criminal laws, the contractors in civil life who had been in conspiracy with Capt. Carter, and to recover by civil proceedings from Capt. Carter and from Greene and Gaynor their respective shares of the illegal profits of the frauds.

It is understood that the present inquiry relates to these criminal prosecutions and suits in the civil courts of this country and extradition proceedings growing out of the same, denominated generally the Carter-Greene-Gaynor litigations.

(2) INSTITUTIONS OF PROSECUTIONS AGAINST GREENE AND GAYNOR.

Shortly after the confirmation of the court-martial sentence of Capt. Carter, about October 1, 1899, the Attorney General turned over for examination to Mr. Marion Erwin, United States attorney for the southern district of Georgia, the papers in the record of that case in the custody of Mr. Edward I. Johnson, the expert accountant detailed to assist him in the matter of the prosecutions which it might be deemed proper to institute against civilian persons connected with the frauds.

As a result of their investigation, an indictment was found on December 8, 1899, against Benjamin D. Greene, John F. Gaynor, et al., by the grand jury of the United States District Court for the Southern District of Georgia, at Savannah, for conspiracy with Capt. Carter and fraud under the 1896 river and harbor contracts in that district.

The defendants had previous to that time departed from the district, and the marshal returned "Not found" on bench warrants.

(3) ARREST OF GREENE AND GAYNOR IN NEW YORK CITY AND PROCEEDINGS THERE.

Certified copies of the indictments were forwarded to the United States attorneys in the several districts where it was supposed some of the defendants might be.

Benjamin D. Greene, John F. Gaynor, and the younger Gaynors congregated in the city of New York, and were finally arrested there on complaint made before Commissioner Shields based on the Georgia indictment, for removal to Georgia under section 1014, Revised Statutes.

By direction of the Attorney General, Mr. Marion Erwin, United States attorney for the southern district of Georgia, went to New York to aid the United States attorney for the southern district of New York in the conduct of the removal proceedings.

The arrests were made in New York December 14, 1899, and defendants entering upon a contest were released on bail for the preliminary trial.

The Government relied for evidence of probable cause of guilt upon a certified copy of the indictment and identification of defendants. The defendants attempted to disprove the charges by contradictory evidence on the merits.

The commissioner ruled that the certified copy of indictment and identification of defendants was sufficient, and required that the defendants enter into recognizances to appear in Georgia to answer to the indictment. Application was then made to Judge Brown, United States district judge for the southern district of New York, for warrants of removal under section 1014, Revised Statutes, which application was resisted, and after arguments of counsel, Judge Brown reserved his opinion and did not render it for several months.

In the meantime Mr. Erwin and Mr. Johnson had been working through the accounts of Carter, Greene, and Gaynor, Westcott and others, with bankers and brokers in New York and other cities, and by an exhaustive analysis of the financial transactions extending over years, made by Mr. Johnson, they were in a position to trace and demonstrate the division in thirds of the profits of the contracts between Greene, Gaynor, and Carter. And through an analysis of the engineering features of the case made by Mr. Erwin, it was shown that the divisions of the profits commenced contemporaneously with the big irregularities in the engineering features of the case which created the exorbitant profits.

Judge Brown rendered his opinion in effect treating the indictment from the United States District Court of the Southern District of Georgia, merely as an affidavit, and not sufficient to make out probable cause of guilt, and on June 6, 1900, referred the case back to the commissioner with leave to the Government to make out the case by evidence. (*United States v. Greene, et al.*, 100 Fed. Rep., 941.)

The principle decided by this case was ruled differently in subsequent cases decided by the Supreme Court. (*Beavers v. Henkel*, 194 U. S., 73; *Benson v. Henkel*, 198 U. S., 1.)

However as the Government had no appeal from the order of Judge Brown sending the case back for further evidence, it had to be accepted.

The Attorney General then gave Mr. Erwin a formal appointment as special assistant to the United States attorney for the southern district of New York, and placed him in charge of the further proceedings for removal of the defendants from New York.

A large amount of evidence both on the engineering features of the case and on the financial transactions and other matters, was put in evidence on the part of the Government. The defendants also put in a large amount of evidence, and were granted numerous continuances by the commissioner.

The commissioner after reserving his opinion for some time finally delivered his second judgment of probable cause of guilt, based on all the evidence, against the defendants, March 21, 1901.

Application was again made to Judge Brown for the warrants of removal, and this time May 28, 1901, he granted the warrants.

In his opinion granting the warrants of removal, Judge Brown said:

"And it (the Government) has shown beyond question that Capt. Carter, the employee of the Government and the engineer in immediate charge of the work on the Government's behalf, had for several years immediately preceding the contracts referred to in the indictments, received from the contracts continuously through his father-in-law in many divisions of profits, one-third of the final net proceeds of each contract remaining for division among the chief contractors, and that this one-third amounted in the aggregate to over \$700,000." (*United States v. Greene*, 108 Fed. Rep., 816.)

(4) HABEAS CORPUS PROCEEDINGS IN NEW YORK.

The defendants were surrendered by their bail. As soon as defendants were taken in custody on the warrants of removal they applied for a writ of habeas corpus before the United States Circuit Court for the Southern District of New York, which was denied. The prisoners immediately appealed the denial to the Supreme Court of the United States and were released on bail for appearance before the New York court, when the appeal should be determined by mandate of the Supreme Court.

The appeal was taken June 8, 1901.

Mr. Erwin was allowed by the Attorney General and paid \$2,500 for his services in the removal proceedings in New York.

Subsequently Mr. Erwin prepared the brief for the Government and, by directions of the Attorney General, made the main argument before the Supreme Court

on the appeal in November, 1901. The case was decided in favor of the Government January 6, 1902, and on return of mandate the defendants were put under bonds in New York on January 20, 1902, for appearance at the February term, 1902, of the United States District Court for the Southern District of Georgia.

(5) MR. ERWIN AND MR. JOHNSON PUT ON THE TASK OF THE RECOVERY OF THE DIVERTED FUNDS.

The status of matters hereinbefore mentioned having been reported to the Department of Justice, following the appeal entered on June 8, 1901, in the habeas corpus proceedings, the new Attorney General, Mr. Knox, and the Solicitor General, Mr. Richards, took under consideration the feasibility of recovering the large amounts of money which the evidence unearthed by the work of Mr. Johnson and Mr. Erwin showed had been fraudulently diverted from river and harbor improvements and divided between Carter, Greene, and Gaynor from 1891 to 1897.

The evidence then obtainable disclosed the possession as late as October, 1897, of assets constituting a large part of Carter's share of the profits; but at this time, June, 1901, Carter was in the penitentiary, and what had become of the assets or their proceeds was unknown. Most of these assets consisted of unregistered railroad and other bonds, title to which could be passed by simple delivery from hand to hand, and the last holder is the presumptive owner.

After consideration of several different methods of procedure suggested, it was decided by the Attorney General that the plan suggested by Mr. Erwin of endeavoring to trace the trust funds and their proceeds through investments and tying up the investments when found by bills in equity, on the principle of following trust funds, was the best plan to pursue. For that reason and because of the success which had attended the efforts of Mr. Erwin and Mr. Johnson in New York in work on that line in the evidence developed in the removal proceedings in New York and because they had a better knowledge of the facts than any one else, the Attorney General, on June 25, 1901, appointed Mr. Erwin special assistant to the Attorney General for that work, in connection with the further work, which had to be done outside of Georgia, to bring the defendants to trial in Georgia. His salary as special assistant to the Attorney General was fixed at \$5,000 per annum, which was to be in addition to his salary of \$3,500, received as United States district attorney in Georgia, and it was provided that he should receive an additional allowance out of the net amount he should find and recover in the suits to be instituted and conducted by him, to be thereafter fixed by the Attorney General, with regard to the results he should accomplish. He was also to receive his actual expenses.

At the same time Mr. Edward I. Johnson, the expert accountant, was detailed to assist in that work. His compensation being fixed at \$20 per day and actual expenses, that being the usual compensation for accountants engaged in legal work and this being the remuneration he had heretofore received.

(6) SUITS INSTITUTED AGAINST CARTER AND HIS AGENTS.

Mr. Erwin and Mr. Johnson commenced work in their efforts to trace the trust funds on July 1, 1901. During the next five months they were successful in tracing and tying up in the hands of receivers and on mesne process quite a large amount of assets held for him in concealment by agents of O. M. Carter.

The suits instituted and the amount of assets tied up by them, respectively, in the several districts, roughly estimated, were as follows:

United States v. O. M. Carter et al., southern district of New York.....	\$50,000
United States v. O. M. Carter et al., district of New Jersey.....	60,000
United States v. O. M. Carter et al., southern district of Georgia.....	50,000
United States v. O. M. Carter et al., southern district of West Virginia.....	205,000
United States v. O. M. Carter et al., northern district of Illinois.....	135,000

All of the above assets had been secretly disposed of for his own benefit and transferred by Carter to other persons, and were being held, as afterwards proved, for him.

The \$200,000 in West Virginia consisted in part of \$146,000 in gold certificates, into which securities had been converted and hid in a bank vault in Huntington, W. Va.

There were numerous legal proceedings had in the several districts in obtaining the appointment of receivers, hearings on rule nisi, proceedings to obtain examination of bank books, proceedings for contempt for failure to deliver assets, and other proceedings necessary to trace and to get possession of the assets.

(7) PROCEEDINGS TO TRY GREENE AND GAYNOR IN GEORGIA.

After the proceedings in the Supreme Court on the appeal of Greene and Gaynor in the habeas corpus proceedings had been disposed of and they were put under bonds on January 20, 1902, to appear in Georgia for trial at the February term, 1902, Mr. Erwin and Mr. Johnson were engaged in preparing and getting ready for that trial.

FLIGHT OF DEFENDANTS TO CANADA.

The defendants appeared at the February term of the United States district court at Savannah. After certain pleas in abatement filed by them were overruled and demurrer to the indictment had been sustained as to certain counts and overruled as to other counts, the defendants pleaded not guilty February 24, 1902, and the case was set to be tried before the jury on March 7, 1902. In the meantime the grand jury found a new indictment against the defendants, with counts curing the alleged defects in the previous indictment.

The defendants, Benjamin D. Greene and John F. Gaynor, being under recognizances in the sum of \$40,000 each, failed to appear before the court on March 7, 1902, and forfeited their recognizances. In a day or two it was known that they had fled to Canada and taken refuge in the city of Quebec.

(8) MR. ERWIN DETAILED TO CONDUCT EXTRADITION PROCEEDINGS.

Very shortly after it became known that Greene and Gaynor had taken refuge in Canada, Mr. Erwin was called to Washington by the Attorney General, Mr. Knox, and after a thorough investigation of the extradition laws and treaties applicable to the particular offenses, it was decided by the Attorney General to send Mr. Erwin to Canada to look over the situation, to confer with representatives of our State Department, to select and engage associate Canadian counsel for the contemplated extradition proceedings.

Mr. Erwin made this preliminary trip. It was learned that the conditions at Quebec, and the arrangements made by them there were such, that it was probable that any attempt to try out the extradition case there would result in the Government's defeat.

Under the extradition statutes of Canada, an extradition warrant could be taken out at Montreal, and the defendants could be arrested at the city of Quebec by the Montreal officers, and the prisoners could be carried to and properly returned before the commissioner at Montreal, which if accomplished would establish the jurisdiction to try the extradition proceedings on the merits, in the Montreal judicial district.

In the notorious Eno case an effort had been made to accomplish that. Eno, a New York bank official, charged with large defalcations, took refuge in Quebec. He was arrested in the city of Quebec on an extradition warrant from Montreal; before the Montreal officer could get the prisoner out of Quebec he was served with a writ of habeas corpus from Mr. Justice Caron, of Quebec, and on the return of the prisoner before him, the justice held that he could, on habeas corpus proceedings, try the extradition case on its merits, which he proceeded to do, and after hearing set the prisoner free on certain alleged technicalities. Eno remained in Quebec for many years, and the legal technicalities of the decision in his case, which is in the published reports, made a precedent in that judicial district, which, if followed, would almost certainly result in the discharge of Greene and Gaynor, if habeas corpus before the same judge could be made effective, and there would have been no appeal available.

The rule of procedure laid down by Mr. Justice Caron in the Eno case was contrary to the general rule made applicable to extradition proceedings by the Supreme Court of the United States. (*Terlinden & Ames v. U. S.*, 284 U. S., 270.)

It was contrary to the precedents of the English courts, and of the courts of Canada, in districts other than Quebec.

For these and other reasons, it was decided to have the fugitives Greene and Gaynor arrested on warrants from Montreal and returned before the extradition commissioner at Montreal, without interference by what was believed to be unlawful interference by habeas corpus proceedings at Quebec.

Mr. Donald MacMaster, of the firm of MacMaster & Hickson, of Montreal, was engaged as counsel on the part of the United States, by authority of the Attorney General, and arrangements were made to take the proper steps to make the arrest.

Mr. Erwin returned to the United States, perfected the papers necessary, and returned to Canada.

(9) THE ARREST OF GREENE AND GAYNOR IN CANADA.

On May 14, 1902, Mr. Erwin made complaint before Extradition Commissioner Lafontaine at Montreal, and warrants were issued for the arrest of Greene and Gaynor and placed in the hands of four Canadian constables empowered to arrest at Quebec under the Canadian laws.

A tugboat had been engaged in his own name by MacMaster, and was lying at the wharf at Quebec on the morning of May 15, 1902. The arrest was made in the city of Quebec May 16, 1902, by the Canadian constables, who placed the prisoners on the tugboat, which immediately proceeded with the prisoners to Montreal, some 200 miles up the St. Lawrence, and returned the prisoners on the morning of May 16, 1902, before Commissioner Lafontaine, before whom they were identified, thus establishing the jurisdiction for the hearing on the merits before the courts of the Montreal judicial district.

The prisoners were subsequently committed to the Montreal jail to await further proceedings.

PRISONERS CARRIED BACK TO QUEBEC ON HABEAS CORPUS.

Under the Canada laws, a writ of habeas corpus from Quebec could not legally be made available to take the prisoners back to Quebec. Nevertheless on writs of habeas corpus issued by Mr. Justice Andrews of the superior court of Quebec, which were served on the jailer at Montreal at night, the prisoners were without notice to the representatives of the United States, carried back to Quebec and returned before Mr. Justice Andrews at Quebec on May 20, 1902, for hearing on habeas corpus.

By authority of the Attorney General, Mr. Knox, Mr. Raoul Dandurand, of Montreal, and Mr. Gustavus G. Stuart, of Quebec, were employed to assist in certain branches of the litigation which arose.

The habeas corpus proceedings were fought out before Mr. Justice Andrews. On June 1, 1902, he rendered his judgment, holding that the arrest and return of the prisoners before the commissioner at Montreal had been in accordance with the Canada laws, and he ordered that the sheriff of Quebec should carry the prisoners back to Montreal, that the trial on the merits might be resumed by the commissioner who had acquired jurisdiction of the case.

Before the sheriff could execute the order, the prisoners were carried before Mr. Justice Caron, another superior court justice of Quebec, on a new writ of habeas corpus, Mr. Justice Caron being the same judge who had rendered the decision in the Eno case.

The new habeas corpus proceedings were then fought out before Mr. Justice Caron, and finally after many hearings and adjournments, that justice rendered his judgment on August 13, 1902, discharging and setting free the prisoners on the alleged ground, among other things, that the offenses charged against them were not extradition offenses. There was no appeal to higher Canadian courts from that judgment under the Canadian laws. The prisoners being free, continued their residence at the Chateau Frontenac, Quebec.

(10) THE APPEAL TO THE BRITISH PRIVY COUNCIL.

An examination of the fundamental laws of the Dominion of Canada and of Great Britain, made by Mr. MacMaster and Mr. Erwin, convinced them that there still existed an appeal from the decision of Mr. Justice Caron to the British Privy Council in England, which acts as court of last resort for the colonies in certain matters, that the allowance of an appeal was in the discretion of that high tribunal, to be exercised only in cases of high importance. It was believed that the jurisdictional collisions of the Canadian courts and the international character of the questions involved were sufficient to warrant the allowance of the appeal.

These matters having been laid before and considered by the Attorney General, Mr. Knox, by his direction petitions for appeal were prepared by Mr. MacMaster and Mr. Erwin, and Mr. MacMaster was sent to England with authority to consult eminent counsel there and make the application for appeal.

Mr. MacMaster proceeded to England in the autumn of 1902 and consulted Sir Edward Clarke, the author of Clarke on Extradition, and a lawyer of recognized ability, who advised him that in his opinion the application would be rejected and it was useless to apply. Mr. MacMaster returned to the United States without action and reported the situation to the Attorney General. A conference was arranged in Washington between Mr. MacMaster, Mr. Erwin, the Solicitor General (Mr. Hoyt), and the Attorney General. The result was that Mr. Knox sent Mr. MacMaster back to England, with instructions to proceed with the petition, and after presenting to Sir Edward Clarke the views of the Attorney General, if he did not feel inclined to adopt

them, to employ other counsel to assist before the privy council. Sir Edward Clarke became convinced of the correctness of the views of the Attorney General and assisted in the further proceedings.

The application for appeal was formally laid before the privy council August 10, 1903, and the matter was referred to the judicial committee on November 16, 1903, the proper writs were issued to carry up the record, which in due time was sent up, and the privy council in the orderly course of its procedure heard the case on the merits, and on February 10, 1905, rendered its opinion and judgment reversing the order of Mr. Justice Caron which had discharged the prisoners, holding that jurisdiction to hear the extradition case on the merits had been lawfully established in the extradition commissioner at Montreal and that no other court in Canada had the right to interfere with the trial until the commissioner had completed his hearing on the merits. The opinion was silent as to the method by which the prisoners who were then free in Quebec should be gotten again before the commissioner in Montreal.

It is appropriate to state that, under the Canadian extradition laws and procedure, extradition is not made on certified copies of indictments and identification. The procedure requires complaint on oath and a hearing on evidence produced before the commissioner to make out probable cause of guilt as in a case at common law in proceedings to commit to jail a person charged with crime before indictment.

For that reason the representatives of the United States had at all times after the institution of the extradition proceedings to be ready to put in evidence the documents and evidence showing the guilt of the prisoners should the dilatory proceedings by habeas corpus instituted by the defendants break down.

For that reason Mr. Johnson, the expert accountant in charge of the documentary evidence pertaining to the case, had to be kept in Canada to assist Mr. Erwin in this and other matters while the habeas corpus proceedings were being fought out, until the prisoners were discharged by order of Mr. Justice Caron of August 13, 1902.

(11) OTHER PROCEEDINGS IN CIVIL SUITS.

After the judgment of Mr. Justice Caron of Quebec of August 13, 1902, discharging the prisoners on habeas corpus, Mr. Erwin and Mr. Johnson returned to the United States, and resumed work in the conduct of the civil suits and in endeavors to trace for the purpose of tying up by judicial process other assets of Carter, Greene, and Gaynor.

A large amount of evidence was taken before examiners in equity and before masters to establish the frauds charged in suits instituted against Carter, and to prove the tracing of assets corralled in the hands of receivers in the several districts, from the original fund fraudulently diverted. The Government closed the taking of evidence on the direct, in the Carter suits January 16, 1904.

(12) CIVIL SUIT INSTITUTED AGAINST B. D. GREENE.

On December 29, 1903, through the work of Mr. Johnson and Mr. Erwin, the Government having traced an investment made by B. D. Greene with part of the illegal profits of the contracts, in \$40,000 Norfolk & Western Railroad Co. stock standing in the name of L. L. Kellogg, Mr. Erwin filed a bill in the western district of Virginia, and after hearings tied up those assets to subject the same to the claim of the Government.

(13) GREENE AND GAYNOR SUIT IN THE COURT OF CLAIMS.

Greene and Gaynor had operated in the river and harbor contracts, under the name of the Atlantic Contracting Co., nominally a corporation. Besides the payments of over \$575,000 to that company on the illegal profits of the contract of 1896, Carter had approved and passed several hundred thousand dollars of additional claims prior to his going out of office. Subsequent to Carter's conviction by court-martial, the Atlantic Contracting Co. had brought suit against the United States in the Court of Claims for some \$950,000 alleged work done and breach of contract.

By direction of the Attorney General, Mr. Erwin furnished to the Government's attorneys in charge of the defense in the Court of Claims suits, the data upon which to file pleas of fraud, and aided them in the preparation of the defense. Subsequently Mr. Erwin got up, furnished, and filed the evidence in shape for use at the trial of that case.

(14) CARTER'S DEFENSE IN THE CIVIL SUITS.

Carter having served his term of imprisonment in the penitentiary was released November 27, 1903.

The judge of the circuit court at Chicago directed that all of the original papers and documents introduced by the Government against Carter and all the papers pertaining

to Carter's conduct under investigation, including the court-martial records, should be kept in Chicago subject to inspection of Capt. Carter and his counsel to enable them to prepare his defense.

These papers were in the custody of Mr. Johnson, and because of the fact that any loss of or tampering with these papers might result in the loss of several million dollars to the Government and defeat the prosecutions based upon them which were being conducted, it was necessary that Mr. Johnson remain in Chicago during most of the summer of 1904, during the time given by the court to Carter to prepare his defense. During the autumn of 1904 part of the testimony on the part of Carter was taken.

(15) SUITS AGAINST GREENE AND GAYNOR IN GEORGIA.

Under decrees of April 7, 1904, on certain suits in equity filed by Mr. Erwin November 12, 1903, in the United States Circuit Court for the Southern District of Georgia, there was recovered and subjected to the claims of the Government from B. D. Greene \$4,658.85, and from John F. Gaynor \$4,651.05. These were assets which had been transferred by them into the names of other people, the evidence of which was traced by the work done by Mr. Johnson in New York.

(16) SUITS ON FORFEITED RECOGNIZANCES OF GREENE AND GAYNOR.

The judgment on scire facias making final the forfeiture of J. F. Gaynor's recognizance for \$40,000 was entered in the United States district court at Savannah January 12, 1903, and executions thereon against John F. Gaynor as principal and William B. Kirk, of Syracuse, N. Y., surety.

Executions were placed in the hands of the United States marshal for the northern district of New York and he levied upon Kirk's property there under the authority of the statute which allows executions in favor of the United States to run throughout the United States. A bill in equity was filed by Kirk in the United States Circuit Court for the Northern District of New York and the levy enjoined pendente lite. It was contended that certain proceedings in the criminal case had operated to discharge the surety, and that the surety being nonresident could not be proceeded against by scire facias in Georgia.

Mr. Erwin represented the Government in taking the evidence to conduct the defense as to the alleged discharge of the surety and aided the United States attorney for the northern district of New York in preparing the Government's defense generally.

The circuit court finally decided that a proceeding to hold the surety liable on a criminal bond was an original proceeding which could not be brought by scire facias as at common law, and had to be brought in the district in which the surety was an inhabitant, and enjoined the Government from proceeding with its levy.

The Government appealed the decree to the circuit court of appeals, which affirmed the judgment of the court below. The Government then appealed to the Supreme Court. One of the judges of that court was disqualified, and the other 8 judges being equally divided in opinion, the judgment below stood affirmed.

This made it necessary for the Government to commence a new suit on the bond against the surety in the northern district of New York, which was done, and that suit is still pending and is now ripe for trial.

SUIT ON GREENE'S BOND.

The James D. Leary, surety on B. D. Greene's bond for \$40,000, died after the first order of forfeiture at Savannah, before judgment on scire facias could be taken in the first instance.

Suit was commenced on the bond against the administrator of Leary in New York, September 10, 1903. Defense was made that the surety had been discharged by certain things done in the criminal case.

Mr. Erwin aided the United States attorney for the southern district of New York in the preparation of the suit, and conducted the proceedings by which the evidence to combat the defense was taken. The case was finally fought to judgment in favor of the United States. It was then appealed to the circuit court of appeals, where the judgment was affirmed. Thereafter supplemental proceedings were had before the surrogates court in New York, to subject assets in the hands of the administratrix, which resulted in the collection of \$40,802 on the judgment July 29, 1910.

(17) RESUMPTION OF EXTRADITION PROCEEDINGS IN CANADA IN 1905.

The privy council by its judgment of February 10, 1905, having reversed the order of Mr. Justice Caron, of Quebec, discharging Greene and Gaynor, the Attorney General directed Mr. Erwin to take up with Mr. MacMaster the further presentation of the extradition proceedings.

Appropriate warrants were obtained from Extradition Commissioner Lafontaine at Montreal, based upon the privy council judgment, and the fugitives were taken in custody at Quebec and returned before the commissioner at Montreal on March 4, 1905. In the meantime, all the original documents which had been put in evidence in the civil proceedings in the courts of the United States, which it was deemed necessary to use in making out the case on the evidence, were withdrawn in the custody of Mr. Johnson by suitable orders obtained from the courts, and carried to Montreal for use in evidence there.

The case was proceeded with there by the introduction of evidence before the commissioner, until he rendered his judgment awarding extradition June 6, 1905.

(18) PROHIBITION PROCEEDINGS IN CANADA—SECOND APPEAL TO PRIVY COUNCIL.

Very shortly after the resumption of the extradition trial before Commissioner Lafontaine, the prisoners instituted prohibition proceedings before Mr. Justice Davidson, of the Superior Court at Montreal, to stop the proceedings before the commissioner, on the ground of want of jurisdiction growing out of certain provisions of the British North America act of 1867.

Mr. MacMaster defended those proceedings on part of the United States. Mr. Justice Davidson denied the application March 22, 1905. The applicants appealed the case to the Court of Kings Bench at Montreal, and finally to the Supreme Court of Canada, where they were again defeated. They then made application for appeal to the privy council in England. Mr. MacMaster was sent by the Attorney General to England where he defeated the application.

(19) NEW HABEAS CORPUS PROCEEDINGS IN CANADA.

Before Commissioner Lafontaine's judgment of June 6, 1905, awarding extradition could be executed, the prisoners applied, June 19, 1905, to Mr. Justice Ouimet of the Kings Bench at Montreal for a writ of habeas corpus. The writ was granted, and the whole of the extradition proceedings were reviewed before him.

On September 23, 1905, Mr. Justice Ouimet rendered his judgment, remanding the prisoners for extradition.

REQUISITION FOR SURRENDER.

On June 17, 1905, formal requisition for the surrender of the fugitives was made by the American Secretary of State upon the British ambassador at Washington in conformity with the findings of the Canadian courts.

Following the judgment of Mr. Justice Ouimet, the formal authorization having been obtained from the department of justice of Canada, the prisoners were delivered October 7, 1905, to the agents of the United States delegated to receive them, and on October 9, 1905, the prisoners were committed to jail in Savannah, Ga.

This ended probably the most stubbornly fought extradition proceedings known to the history of the courts.

(20) RESUMPTION OF PROCEEDINGS IN THE CIVIL SUITS.

In September, October, November, and December, 1905, testimony was being taken on part of Defendant Carter in the civil suits against him, which was concluded December 11, 1905. Rebuttal testimony was put in by the Government in December, 1905, and both sides closed.

(21) PREPARATION FOR THE CRIMINAL TRIAL.

Mr. Erwin and Mr. Johnson then proceeded to get the evidence ready for the trial of Greene and Gaynor before the court and jury which was set for trial at Savannah for January 9, 1906. For that purpose all the necessary original documents were withdrawn in the custody of Mr. Johnson from the civil proceedings, under suitable orders of the courts, and the proper arrangements were made with the bankers and others in New York and elsewhere for the carrying down to the trial of books and documents under subpoena.

(22) THE CRIMINAL TRIAL AT SAVANNAH.

Two new indictments had been returned on November 18, 1905, against Greene, Gaynor, et al, to conform to certain new circumstances growing out of the extradition proceedings.

The criminal trial came on at Savannah on January 9, 1906, and proceeded continuously before the court and jury until April 12, 1906, resulting in a conviction on all the charges.

The case involved the proof of engineering frauds in numerous contracts covering several rivers and harbors in Georgia and involving the expenditure of several million dollars over a period of more than six years, and proof of the division of the fraudulent profits between the contractors and Carter during that period, and this required the bringing from New York and other cities of bank books and brokers' books and other documentary evidence, for submission to the jury, of vast proportions. More than two carloads of books of banks were brought down from New York.

To aid in the trial of the criminal case at Savannah, the Attorney General appointed Mr. Samuel B. Adams, a member of the Savannah bar, and Gen. Thomas F. Barr, former Judge Advocate of the Army, then retired, who had conducted the court-martial proceedings, as special assistants to the United States attorney, to aid Mr. Erwin, who had the main conduct of the case in the trial.

The record of the trial was voluminous; when afterwards printed it amounted to over 5,100 printed pages, exclusive of a mass of documentary exhibits.

B. D. Greene and John F. Gaynor were each sentenced to terms of four years in the penitentiary, and fines of \$585,749.90 each were imposed upon them April 13, 1906.

Supersedeas was granted by the court to enable the defendants to take out a writ of error.

The bill of exceptions was settled May 30, 1906, and the writ of error was formally signed on June 1, 1906, for sending up the voluminous record for review in the circuit court of appeals.

(23) TRIAL OF THE CIVIL CASES AGAINST CARTER AT CHICAGO.

Shortly after the release of the original documents from the criminal trial at Savannah such of them as pertained to the civil suits were returned to Chicago.

By stipulation entered in the case, the Chicago suit was to be made a test case on the issue of fraud and diversion of trust funds against Carter, and the result control the suits against him in the other districts.

Mr. Erwin, with the aid of Mr. Johnson, entered upon the preparation and prepared an exhaustive analytical brief of the evidence in the civil suits, covering also the legal points in issue. The record of the suit (when subsequently printed) aggregated over 13,000 printed pages, exclusive of a vast number of exhibits, consisting of engineering exhibits and accounts, which had to be blue-printed. The analytical brief of the evidence, with supplemental briefs, consisted of over 1,000 printed pages.

Carter has been prosecuted and convicted by court martial of frauds under the 1896 contracts only. The great bulk of the assets tied up in the civil suits against Carter were traced by the work of Mr. Johnson and Mr. Erwin back to the illegal profits of numerous contracts running back through 1891, 1892, 1893, 1894, and 1895. The proof of the frauds in these contracts and of the partnership of Carter and the contractors in them had to be made de novo in the civil suits.

The case was tried on the merits before his honor Judge Kohlsaat, at Chicago, from September 18 to October 2, 1906, and the argument was made for the Government by Mr. Erwin. After argument, the judge reserved his decision and took the case under advisement and he did not render his opinion until January 9, 1908.

(24) PREPARATION FOR AND TRIAL OF APPEAL CASE OF GREENE AND GAYNOR IN CIRCUIT COURT OF APPEALS AT NEW ORLEANS.

As soon as the record in the criminal case taken up to the circuit court of appeals was printed, Mr. Erwin, aided by Mr. Johnson, proceeded to prepare and have printed, for the circuit court of appeals, an analytical brief of the voluminous record, involving the great mass of engineering facts showing the fraud in the work, and the mass of documentary evidence on the financial side of the case showing the division of the fraudulent profits of the contracts between the officer and contractors. The analytical brief of the evidence alone, when printed, consisted of 560 printed pages.

Counsel for plaintiffs in error had made over 280 assignments of errors of law alleged to have been committed in the trial in the court below.

Mr. Erwin's brief for the Government on the law questions involved consisted of 510 printed pages.

The case was tried before the circuit court of appeals at New Orleans in May, 1907. Two days and a half for argument was given by the court for each side. Mr. Erwin made the sole argument for the Government.

The opinion of the circuit court of appeals affirming the conviction was rendered June 3, 1907, but supersedeas was granted pending the motion for rehearing, which was denied on October 23, 1907, ~~but supersedeas was continued pending an application~~ to the Supreme Court for a writ of certiorari.

(25) PETITION OF GREENE AND GAYNOR TO SUPREME COURT FOR CERTIORARI.

On November 11, 1907, Greene and Gaynor filed in the Supreme Court of the United States petitions for writ of certiorari to obtain a review of the judgment of the circuit court of appeals.

Mr. Erwin, by direction of the Attorney General, prepared and filed a reply brief consisting of 8 printed pages.

The Supreme Court, upon consideration, on December 23, 1907, denied the application, thus making the conviction final. (U. S. v. Greene, et al., 207 U. S., 596.)

Benjamin D. Greene and John F. Gaynor were committed to the penitentiary at Atlanta, Ga., on January 8, 1908, and entered upon the service of terms of imprisonment of four years.

Under the judgments the sentences commenced to run from the date on which they were committed to the penitentiary. They had been in jail for safe keeping, however, from the time they were retaken in custody in Canada, March 4, 1905, to January 7, 1908, almost three years, prior to the commencement of their terms in the penitentiary.

(26) CIVIL SUIT AGAINST JOHN F. GAYNOR IN DISTRICT OF COLUMBIA.

Through certain work done by Mr. Johnson in New York and elsewhere, certain \$25,000 United States coupon bonds were known to be a part of the investment made with John F. Gaynor's share of the funds fraudulently diverted. The bonds, although called in in 1904, were not presented for redemption until July, 1906, and were then presented by a third party and were tied up by a bill in equity filed by Mr. Erwin on July 26, 1906, in the supreme court of the District of Columbia. The third party made claim to the bonds as bona fide purchaser.

The evidence to establish the right of the Government to those bonds and to show they were still being held for Gaynor was subsequently taken by Mr. Erwin.

The case was argued for the Government by Mr. Erwin before the supreme court of the District of Columbia, and decree was rendered by the court on June 24, 1909, awarding these assets to the Government. There was no appeal and the decree was executed.

(27) THE DECREE IN CHICAGO IN THE CARTER CIVIL SUITS.

Judge Kohlsaat rendered an opinion in the civil suit in the Carter case at Chicago on January 8, 1908, and after various proceedings to settle the details of the decree, he entered his final decree in the United States circuit court on April 14, 1908.

In substance this decree held that all the profits of the Greene and Gaynor contracts under consideration were fraudulent profits, and that the facts proved were sufficient to charge Carter with a knowledge of the frauds, and that the United States was entitled to recover from Carter all investments tied up in the suits in the several districts, which could be traced as investments from the profits. He, however, held that assets of the value of \$40,000 or \$50,000 taken from the custody of Carter's agents had not been traced from that source, and awarded the same to Carter free from all the charges and expenses of the litigation. The balance of the assets, amounting to some \$450,000, he held had been traced from that illegal source, and awarded the same to the Government, subject to a charge of some \$70,000 allowed as attorneys' fees to Carter's counsel, besides certain allowances made out of the fund to Carter during the litigation.

He also denied to the Government judgment for certain deficiencies shown in the accounting from Carter's uncle and brother and from O. M. Carter for assets traced to them, and other relief asked for by the Government.

(28) APPEAL TO THE UNITED STATES CIRCUIT COURT OF APPEALS.

By the direction of the then Attorney General, Mr. Bonaparte, an appeal was taken on April 23, 1908, by Mr. Erwin, from Judge Kohlsaat's decree to the circuit court of appeals for the seventh circuit.

The defendants also cross appealed. The record and particularly the documentary evidence being very voluminous, in order to get the record up for trial to the appellate court at the autumn session of the court, the transcript was prepared during the summer of 1908 by Mr. Johnson and Mr. Erwin, and filed in the circuit court of appeals September 30, 1908.

When printed it made over 13,000 printed pages, exclusive of the accounts and other exhibits blueprinted.

Mr. Erwin, with the assistance of Mr. Johnson, made extensive briefs of the evidence, and briefs for the circuit court of appeals, to sustain the contention of the Government in the circuit court of appeals. The case was tried before the circuit court of appeals in November, 1908. The hearing of counsel extended over a week. The sole argument for the Government was made by Mr. Erwin.

The court reserved its opinion, and did not deliver it until March 18, 1909.

The opinion and decree of the circuit court of appeals held that Carter had been clearly proven guilty of the fraud, that all of the assets corralled in the hands of the receivers in the Carter suits in all the districts, had been satisfactorily traced by the evidence to be the illegal profits of the contracts, and awarded them all to the Government.

It also awarded deficiency judgments aggregating \$25,781.22 against Carter's uncle and brother and a deficiency judgment of \$70,419.66 against O. M. Carter. It, however, sustained the allowances made by the court below out of the fund to Carter's attorneys. (U. S. v. Carter, et al., 172 Fed. Rep., 1.)

(29) APPEAL OF CARTER CIVIL CASE TO UNITED STATES SUPREME COURT.

By direction of the Attorney General, Mr. Wickersham, an appeal was taken May 25, 1909, by Mr. Erwin from that part of the decree of the circuit court of appeals which allowed expenses and fees of Carter's counsel out of the fund. Oberlin M. Carter, et al., also appealed from the decree of the circuit court of appeals on the merits.

On motion of the Attorney General the case was advanced for hearing in the Supreme Court.

By direction of the Attorney General, Mr. Erwin with the aid of Mr. Johnson, prepared the briefs of the evidence and law briefs for the Supreme Court.

Because of the fact that the record on appeal embraced some 13,000 printed pages involving complicated questions of engineering and accounting, with which Mr. Erwin was familiar, and because of the successful results previously achieved by him in the preceding conduct of the case, he was directed by the Attorney General to make the sole argument for the Government before the Supreme Court.

In the mean time, Mr. Erwin assisted the Solicitor General in the preparation and presentation to the Supreme Court of a petition for a writ of prohibition, to prevent the dissipation of the funds, pending the appeal, which proceedings accomplished the purpose desired.

The appeal case was argued before the Supreme Court of the United States on January 13 and 14, 1910.

On April 18, 1910, the Supreme Court handed down its opinion, reviewing the whole case, and affirming the decree of the circuit court of appeals in every particular. (U. S. v. Carter, 217 U. S., 286.)

An application for rehearing was made by Carter to the Supreme Court, which was in due course denied.

The mandate of the Supreme Court directed to the United States Circuit Court for the Northern District of Illinois was issued June 6, 1910.

(30) DECREE ON MANDATE IN CIRCUIT COURT AT CHICAGO.

A decree on mandate was entered in the United States circuit court at Chicago on June 8, 1910, in accordance with the decree of the Supreme Court. Under that decree the receiver at Chicago, on June 10, 1910, paid over allowances for expenses and fees to Carter's counsel, which had been allowed by Judge Kohlsaat in his decree of April 14, 1908, the balance in his hands being held for the United States.

(31) NEW PETITIONS FOR FEES FILED BY CARTER'S COUNSEL.

On June 13, 1910, Horace G. Stone and N. C. Sears, the attorneys who had represented O. M. Carter in the circuit court of appeals, filed petitions asking for additional allowances out of the funds awarded to the United States, for services alleged to have been rendered in the circuit court of appeals.

Also petitions were filed for Joseph B. Foraker and John B. Daish, who represented Carter in the Supreme Court, asking for allowances out of the fund for their services to Carter in the Supreme Court.

The petitions made claims for services aggregating in amount according to their valuation some \$110,000.

The petitioners prayed that the execution of the decree on mandate of June 8, 1910, awarding these assets to the United States be enjoined.

Mr. Erwin, on behalf of the United States, filed demurrers to these petitions, contending that the decree on mandate was final, that the defendants had so accepted it, and were too late in their application and that the petitions on their face did not legally show a right to the fees out of funds awarded the United States, and on other grounds.

The demurrers were overruled by Judge Kohlsaat. Answers to the petitions were then filed, and, after hearing and reservation of his opinion, Judge Kohlsaat passed an order, October 25, 1910, staying the execution of the decree of June 8, 1910, as to the assets in the northern district of Illinois and southern district of West Virginia, but leaving the Government free to execute the decree in the other districts in which the assets were situated.

By direction of the Attorney General, Mr. Wickersham, an appeal was taken November 22, 1910, by Mr. Erwin, from the order of October 25, 1910, as from an order granting an injunction to the circuit court of appeals.

(32) INTERVENTION OF JERRY SEARLES ET AL.

On August 3, 1910, Jerry Searles et al. filed in the United States circuit court at Chicago, a petition for leave to file an intervention in the Carter case, setting up certain alleged claims against the Atlantic Contracting Co. (Greene and Gaynor), and claiming a lien upon the profits of the Savannah contracts, which (adopting the Government's tracings) they claimed were represented by the assets fraudulently turned over to Carter, which had been awarded to the Government.

This was met by demurrer filed by Mr. Erwin, and, after argument had, Judge Kohlsaat sustained the demurrer and denied the application. The applicants then attempted to file an ancillary bill and to obtain leave to sue the receiver. This also was successfully defeated by demurrer. An appeal was entered by Searles et al. to the circuit court of appeals, September 1, 1910, from the order of the circuit court denying leave to intervene. No supersedeas bond was given.

(33) PROCEEDINGS IN THE CIVIL CASE AGAINST GREENE IN THE WESTERN DISTRICT OF VIRGINIA.

Reference has heretofore been made to the bill filed on December 19, 1903, in the United States Circuit Court for the Western District of Virginia against Greene, Kellogg, et al., by which \$40,000 of Norfolk & Western Railroad Co. stock had been tied up. Mr. Erwin and Mr. Johnson subsequently prepared and put in the evidence on the part of the United States making out the Government's case on the merits and the case was about to go to final decree, when, on April 18, 1908, Mary C. Leary, administratrix of James D. Leary (deceased) filed a petition for leave to file an intervention, setting up or attempting to set up that B. D. Greene had transferred securities represented by the \$40,000 Norfolk & Western stock to L. L. Kellogg to be held by Kellogg for the purpose of indemnifying Leary against liability as surety on the \$40,000 criminal bond given by Greene for his appearance in Georgia. That Greene had forfeited the bond, and the Government was proceeding to make the petitioner pay the penalty of the bond, and praying that the Norfolk & Western stock be applied for that purpose.

A demurrer was filed for the United States, to this petition and argued by Mr. Erwin for the United States before Judge McDowell, who reserved his decision. The demurrer was sustained by order of the circuit court of July 20, 1908.

(34) APPEAL OF LEARY TO UNITED STATES CIRCUIT COURT OF APPEALS.

Mary C. Leary, administratrix, appealed from the order of July 20, 1908, to the Circuit Court of Appeals for the Fourth Circuit, and sent the record up to that court. In due course Mr. Erwin prepared and filed brief for the Government on that appeal.

A hearing on the appeal was had before the circuit court of appeals at Richmond, Va., in May, 1909. Mr. Erwin made the argument for the Government.

The judges who heard the case reserved their opinion. It was never delivered, but the case was put back on the calendar for reargument in the autumn of 1910.

The appellants' counsel having filed new briefs, Mr. Erwin prepared and filed new reply briefs for the Government.

The case was reargued before the circuit court of appeals at Richmond, November 10, 1910.

The circuit court of appeals handed down their opinion on December 12, 1910, affirming the order sustaining the demurrer to the intervention. Mary C. Leary, administratrix, then entered an appeal in the case to the Supreme Court of the United States, which appeal was allowed by the circuit court of appeals, which is still pending.

The assets corralled in this case are of the value of about \$60,000.

(35) FINAL DECREE IN THE NEW YORK SUIT AGAINST CARTER.

Based upon the decree of June 8, 1910, entered in the circuit court at Chicago, on mandate of the Supreme Court, on motion of Mr. Erwin and hearings had, a final decree in favor of the United States in the suit against Carter et al., in the United States Circuit Court for the Southern District of New York, was entered on November 18, 1910. In accordance with this decree the net cash in the hands of the receiver was deposited in the Treasury. The remaining assets were taken out of court and proceedings were taken to sell the real estate, which is now on sale.

(36) FINAL DECREE IN THE NEW JERSEY SUIT AGAINST CARTER.

On motion of Mr. Erwin and hearing had, a final decree in favor of the United States in the suit against Carter et al., in the United States Circuit Court for the District of New Jersey, was entered on November 19, 1910. In accordance with this decree the net cash in the hands of the receiver was deposited in the Treasury. The remaining assets were taken out of court, and proceedings were taken to sell the real estate, which is now on sale.

(37) FINAL DECREE IN GEORGIA SUIT AGAINST CARTER.

Motion was made by Mr. Erwin in February, 1911, for entry of final decree in the suit against Carter et al., at Savannah, Ga. Certain alleged creditors of the Atlantic Contracting Co., with claims of a character similar to those set up by Searles et al. in the Chicago suit attempted to intervene in the cause at Savannah. Their petition was denied after argument on demurrer.

Final decree was entered on February 21, 1911, in favor of the United States in the cause. The net cash in the hands of the receiver was deposited in the Treasury. The remaining assets were taken out of court and proceedings taken to convert the same into cash. Certain securities are in process of sale.

(38) HEARING IN ATLANTA, GA., ON PETITION OF GREENE AND GAYNOR FOR RELEASE ON POOR CONVICTS' OATH.

By direction of the Attorney General, Mr. Erwin represented the Government at the hearings which took place in Atlanta, Ga., before Commissioner W. T. Colquitt, in March, 1911, on applications made by Greene and Gaynor, who had served their prison terms, for release on poor convicts' oath from the effect of the \$585,000 fines which had been imposed on each of them.

They denied the possession or ownership of any assets other than those the Government had tied up. They were examined by Mr. Erwin as far as was deemed advisable on the line of developing concealed assets. They were released by the commissioner.

(39) HEARING IN CIRCUIT COURT OF APPEALS AT CHICAGO.

On April 28, 1911, hearing was had at Chicago before the circuit court of appeals, in the appeal of the United States from the order of Judge Kohlsaat in the Carter case, on the petitions of H. G. Stone, N. C. Sears, J. B. Foraker et al.; also on the appeal of Searles et al., from the order denying leave to intervene. The court reserved its opinion.

The circuit court of appeals handed down its opinion, sustaining the jurisdiction of the circuit court over the petitions, and in effect ruled that Carter's counsel were entitled to compensation, but in response to the request of counsel for the Government took judicial cognizance of the value of services rendered by Carter's counsel in the former appeal before it and fixed the limit at \$5,000 for Stone and Sears in the circuit court of appeals, and \$10,000 for Foraker and Daish in the Supreme Court, and modified the order of Judge Kohlsaat of October 25, 1910, releasing to the Government all the assets tied up in excess of \$20,000.

(40) FINAL DECREE IN THE CHICAGO CASE AGAINST CARTER.

After consideration of the matter by Mr. Erwin and the Attorney General, it was decided that it was advantageous to the Government to accept the ruling of the circuit

court of appeals, and a settlement was made with Carter's attorneys by payment of their fees on the basis of \$5,000 for services in the circuit court of appeals, and \$10,000 for services in the Supreme Court as valued by the circuit court of appeals.

Final decree was entered on mandate of the circuit court of appeals in the circuit court at Chicago on June 13, 1911, in accordance with the settlement.

About \$1,450 of money is still in the hands of the receiver in Chicago, awaiting the determination of an intervening claim.

(41) FINAL DECREE IN THE WEST VIRGINIA CASE AGAINST CARTER.

On June 15, 1911, on motion of Mr. Erwin final decree was entered in the Circuit Court for the Southern District of West Virginia in favor of the Government. The net cash in the registry of the court was deposited in the Treasury, and the remaining assets were taken out of court, the securities were subsequently sold through the agent in New York designated by the Attorney General, and the net proceeds deposited in the Treasury.

(42) The foregoing gives a mere outline of the principal legal proceedings in the Greene, Gaynor, and Carter litigations. There were many other collateral matters heard and disposed of before the courts incidental to these, which it would take too much detail to enumerate.

(43) In connection with the work incident to the foregoing proceedings, Mr. Johnson and Mr. Erwin have been engaged in efforts to trace for the purpose of subjecting to the claims of the Government other assets of the defendants, which are not represented in these suits. A great deal of work was done in many different cities, and much material accumulated which may or may not be of value. It is not considered appropriate at this time to enter into a discussion of these matters.

(44) The net financial results so far attained in the civil suits instituted and conducted by Mr. Erwin, as special assistant to the Attorney General, against Carter, Greene, and Gaynor are stated in the letter of Mr. Erwin to the Attorney General of July 14, 1911, a copy of which was filed with the House Committee on Expenditures in the Department of Justice.

JULY 26, 1911.

DEPARTMENT OF JUSTICE,
Washington, August 23, 1911.

HON. JACK BEALL,
Chairman Committee on Expenditures in the Department of Justice,
House of Representatives.

SIR: Referring to your letter of July 20, 1911, requesting statements of expenditures in the Carter, Greene, and Gaynor cases and to department letter of August 8 making partial response thereto, I inclose herewith a further statement showing expenses of the cases in question paid by various disbursing officers throughout the United States, including an item paid by the disbursing clerk of this department.

This report completes the statement of expenditures in this matter in so far as it is practicable to allocate them specifically to the cases involved.

For the Attorney General.

Respectfully,

ERNEST KNAEBEL,
Assistant Attorney General.

Statement No. 4, showing sundry expenses in the Carter, Greene, and Gaynor cases other than those shown in statements Nos. 1, 2, and 3, and excluding payments to Edward I. Johnson heretofore separately reported.

(b) Amounts paid by various disbursing officers:

Services of one agent of the bureau of investigation for parts of 4 days and of seven agents for parts of 96 days.....	\$2,089. 19
Southern district of Georgia—	
Payments as per photostat copy of marshal's report herewith....	14, 103. 72
Northern district of Illinois—	
Payments as per photostat copy of marshal's report herewith....	3, 887. 11
District of New Jersey—	
Serving subpoena.....	50
Northern district of New York—	
Serving writs.....	8. 57
Southern district of New York—	
Payments as per photostat copy of marshal's report herewith....	4, 382. 50
Total.....	24, 471. 59

Amount paid out to witnesses in the case of United States v. B. D. Greene and John F. Gaynor, from the appropriation of fees of witnesses, 1906.

Jan.	24.	L. M. Erwin.....	\$43. 20
Jan.	25.	John W. Clous.....	87. 60
Jan.	25.	F. M. Smith.....	82. 75
Jan.	29.	A. A. Subers.....	33. 30
Jan.	26.	John W. Bohler.....	14. 70
Jan.	26.	Amory Sibley.....	14. 70
Jan.	26.	Steven M. Hill.....	14. 70
Feb.	2.	Henry M. Adams.....	146. 80
Feb.	5.	John Tweedale.....	63. 30
Feb.	5.	John H. Tieiney.....	93. 60
Feb.	8.	John Morris.....	15. 00
Feb.	8.	Franklin Ford.....	114. 40
Feb.	8.	John W. Davis.....	113. 10
Feb.	9.	W. J. Allbrecht.....	23. 20
Feb.	9.	Tim McAuliffe.....	4. 50
Feb.	9.	E. R. Conant.....	56. 88
Feb.	9.	Clarkson Runyon.....	116. 10
Feb.	12.	L. M. Erwin.....	31. 20
Feb.	14.	George W. Marlow.....	236. 78
Feb.	20.	John W. Bohler.....	14. 70
Feb.	20.	Amory Sibley.....	16. 20
Feb.	22.	A. J. Twiggs.....	36. 90
Feb.	23.	P. J. Dempsey.....	145. 49
Feb.	23.	James H. Baker.....	269. 50
Feb.	23.	H. A. Curtis.....	203. 66
Feb.	24.	H. M. Adams.....	129. 22
Feb.	24.	C. P. Goodyear.....	12. 00
Feb.	24.	Frank A. B. Hancock.....	59. 60
Feb.	26.	C. P. Goodyear.....	9. 00
Feb.	28.	Wm. C. Kinney.....	86. 10
Feb.	28.	George D. Weeks.....	86. 50
Feb.	28.	E. M. Erland.....	87. 60
Feb.	28.	A. K. De Griscord.....	153. 60
Mar.	1.	E. B. Lilly.....	89. 10
Mar.	1.	G. W. Adams.....	1. 50
Mar.	1.	David K. Catherwood.....	58. 50
Mar.	1.	E. M. Erland.....	1. 50
Mar.	1.	George C. S. McNary.....	89. 10
Mar.	1.	P. J. Dempsey.....	89. 66
Mar.	1.	E. M. Billings.....	87. 60
Mar.	1.	W. A. Mitchell.....	87. 60
Mar.	1.	J. F. Bragg.....	87. 60
Mar.	1.	John W. Sheppard.....	87. 60
Mar.	2.	John O'Gorman.....	52. 50
Mar.	2.	Fred W. Hoyt.....	29. 30
Mar.	2.	Samuel Venerable.....	29. 50
Mar.	2.	E. R. Conant.....	128. 02
Mar.	2.	Walter P. Hutchinson.....	89. 10
Mar.	2.	T. W. Hartshorn.....	159. 60
Mar.	3.	John P. Tossberg.....	87. 60
Mar.	3.	O. R. Judd.....	180. 50
Mar.	5.	C. A. Parsons.....	87. 60
Mar.	5.	C. McClure.....	39. 65
Mar.	6.	E. R. Conant.....	28. 13
Mar.	7.	T. J. Keating.....	69. 92
Mar.	7.	C. E. Gillette.....	167. 95
Mar.	19.	C. E. Gillette.....	78. 50
Mar.	19.	C. McClure.....	100. 00
Mar.	19.	C. McClure.....	137. 54
Mar.	22.	John D. Twiggs, jr.....	14. 70
Mar.	22.	Henry L. Stinson.....	89. 45
Mar.	30.	Phillip Hopper.....	15. 55
Mar.	30.	Frank Du Bose.....	13. 30
Mar.	30.	O. G. Darling.....	15. 60
Mar.	30.	E. B. Parker.....	13. 10
Apr.	3.	H. D. W. Debbs.....	89. 00

Apr. 5.	W. M. Duvant.....	\$6. 00
Apr. 5.	John O'Gorman.....	3. 00
Apr. 6.	O. G. Darling.....	21. 60
Apr. 6.	H. M. Adams.....	46. 90
Apr. 6.	H. M. Adams.....	68. 65
Apr. 6.	Phillip Hopper.....	22. 00
Apr. 6.	E. B. Parker.....	17. 60
Apr. 6.	Frank Du Bose.....	20. 90
Apr. 6.	E. R. Conant.....	18. 74
Apr. 6.	E. R. Conant.....	25. 34
Apr. 6.	C. McClure.....	81. 20
Apr. 6.	Wm. M. Black.....	48. 65
Apr. 7.	C. McClure.....	66. 40
Apr. 13.	C. McClure.....	21. 67
Apr. 13.	James L. Gallagher.....	15. 00
Apr. 13.	James L. Gallagher.....	76. 50
Apr. 13.	W. F. McCauley.....	3. 00
Total.....		5, 304. 78

Amounts paid out under the appropriation of fees of witnesses in the case of United States v. B. D. Green and John F. Gaynor before the grand jury Nov. 18, 1905.

Nov. 18.	C. P. Goodyear.....	\$9. 30
Nov. 18.	George W. Marlow.....	74. 59
Nov. 18.	W. H. Godwin.....	17. 20
Nov. 18.	F. L. Riley.....	20. 60
Nov. 18.	J. B. Wilson.....	1. 50
Total.....		123. 19

Amount paid to witnesses, case United States v. B. D. Greene and J. F. Gaynor, before the grand jury at Savannah, Ga., for November term, 1899.

Earnest August Geisler.....	\$39. 70
Paul J. Keating.....	2. 40
Thomas J. Agnew.....	23. 80
John F. Parrish.....	3. 00
Robert V. Woolvin.....	13. 96
A. J. Twiggs.....	16. 20
William N. Connell.....	119. 80
George V. Venable.....	48. 50
S. McA. White.....	4. 50
J. F. Lewis.....	9. 00
William Connett.....	12. 60
E. A. Richards.....	3. 00
B. F. Griffin.....	3. 00
F. Twitty.....	18. 70
W. J. Tomlinson.....	22. 40
William Conaway.....	19. 20
Isaac Alridge.....	19. 00
D. A. Welsch.....	21. 30
Julius Peacock.....	9. 50
I. W. Watts.....	7. 00
L. H. Grissett.....	6. 30
E. A. Walker.....	9. 50
Charles Welte.....	1. 50
G. S. Watts.....	9. 60
C. C. Martin.....	1. 50
William H. Venable.....	32. 50
William H. Patterson.....	32. 50
Eugene Hughes.....	133. 50
John B. McCarthy.....	64. 75
W. F. Sliney.....	64. 75
Total.....	822. 96

Expenses incurred under the appropriation "Salaries, fees, and expenses" in the case of United States v. B. D. Greene and John F. Gaynor, 1905, 1906.

1905.	Serving 2 witnesses before the grand jury.....	\$1. 00
1906.	Serving 17 witnesses to appear at trial.....	8. 50
1906.	Expenses serving witnesses.....	15. 06
Apr. 14.	Expenses removing Greene and Gaynor from Chatham to Bibb County jail.....	80. 70
1908.		
Jan. 8.	Expenses removing Greene and Gaynor from Macon to penitentiary, Atlanta.....	27. 50
1900.		
Jan. 20.	Service of subpoena on C. E. Gillette.....	. 50
June 22.	Service of subpoena on Agnew.....	. 50
June 22.	Expenses.....	18. 04
July 2.	Service of subpoena on O'Gorman, Catherwood, and John Morris...	1. 50
Feb. 11.	Service of subpoena on Elliott.....	. 50
1902.		
Feb. 22.	Service of subpoena on Talley, Johnson, and W. R. Leaken.....	1. 50
1905.		
Oct. 9.	Committing B. D. Greene and J. F. Gaynor to Chatham County jail.	1. 00
Total.....		156. 30

Amount paid out miscellaneous expenses on account of case of United States v. B. D. Greene and John F. Gaynor, 1906.

1906.		
Jan. 9.	Southern Express Co. (express charges on record).....	\$3. 25
Jan. 13.	Southern Express Co. (express charges on record).....	. 90
Jan. 17.	Southern Express Co. (express charges on record).....	6. 10
Jan. 25.	Southern Express Co. (express charges on record).....	1. 60
Jan. 29.	Richard H. Wyman (stenographer fee).....	723. 75
Jan. 31.	H. Aveiali (assistant to accountant).....	70. 97
Feb. 5.	Southern Express Co. (express charges on record).....	2. 00
Feb. 8.	John W. Davis (express charges on record).....	1. 65
Feb. 12.	Southern Express Co. (express charges on record).....	29. 40
Feb. 27.	Richard H. Wyman (stenographer fee).....	870. 50
Feb. 28.	A. K. De Griscord (express charges on records).....	316. 67
Feb. 28.	H. H. Aveilhe (assistant to accountant).....	100. 00
Mar. 1.	E. B. Lilly (express charges on books).....	16. 00
Mar. 1.	W. A. Mitchell (express charges on books).....	15. 00
Mar. 1.	J. F. Bragg (express charges on books).....	4. 00
Mar. 1.	J. W. Sheppard (express charges on books).....	4. 74
Mar. 2.	James H. Baker.....	150. 00
Mar. 2.	W. W. P. Hutchinson (express charges on books).....	10. 95
	T. W. Hartshorne (express charges on books).....	117. 65
Mar. 3.	O. R. Judd (express charges on books).....	1. 50
Mar. 9.	Henry C. Dickey.....	269. 03
Mar. 12.	R. H. Wyman (stenographers' fees).....	1, 182. 50
Mar. 24.	Central of Georgia Ry. (railroad fare for jury to Tybee and return).....	6. 40
Mar. 26.	R. H. Wyman (stenographers' fees).....	979. 25
Mar. 31.	H. H. Aveilhe (assistant to accountant).....	100. 00
Apr. 2.	J. G. Jarrell (medical services for jury).....	156. 00
Apr. 2.	J. Feeley Sons (buss fare for jury).....	16. 00
Apr. 5.	J. Feeley Sons (buss fare for jury).....	16. 00
Apr. 7.	R. H. Eyman (stenographer's fees).....	577. 50
Apr. 12.	Jones Pharmacy (drugs for jury).....	152. 55
Apr. 14.	Southern Express Co. (express on records).....	98. 25
May 1.	H. H. Aveilhe (assistant to accountant).....	100. 00
May 1.	Jones Pharmacy (drugs for jury).....	70. 80
May 1.	Savannah Electric Co. (carfare for jury).....	10. 00
May 3.	Henry G. Greene (watchman for books).....	48. 00
May 7.	J. G. Jarrell (medical services to jury).....	47. 00
May 25.	R. H. Wyman (stenographer's fees).....	1, 196. 25
May 25.	Henry G. Greene (watchman for books).....	72. 00
June 1.	H. H. Aveilhe (assistant to accountant).....	100. 00
June 15.	H. H. Aveilhe (assistant to accountant).....	13. 33
June 20.	Henry G. Greene (watchman for books).....	30. 00
Total.....		7, 696. 49

Recapitulation.

Appropriation, "Fees of witnesses".....	\$6,250.93
Appropriation, "Salaries, fees, and expenses".....	156.30
Appropriation, "Miscellaneous expenses".....	7,696.49
Total	14,103.72

CHICAGO, ILL., *August 16, 1911.*

The ATTORNEY GENERAL,
Washington, D. C.:

I have made a careful search of the funds books, check stubs, and duplicate vouchers of the United States marshal's office for the northern district of Illinois, from August 1, 1901, to July 1, 1911, in the matter of *The United States v. Oberlin M. Carter, I. Stanton Carter, Lorenzo D. Carter, and Greene and Gaynor*, and find the following sums were paid to the persons here named on account of such case, as follows, to wit:

Date.	Names.	What for.	Author- ity.	Check No.	Amount.
1901.					
Aug. 5	Ed. St. Clair, deputy.....	Car fare.....	(1)		\$ 0.10
28	A. Udell, deputy.....	do.....	(2)		1.10
29	G. H. Voss, deputy.....	do.....	(4)		1.10
1904.					
Apr. 13	A. W. Montgomery.....	Custodian.....	Feb. 23	11976	\$ 94.10
30	do.....	do.....	do.....	11988	74.20
May 31	do.....	do.....	do.....	12042	76.60
June 30	do.....	do.....	do.....	12074	74.20
Aug. 1	do.....	do.....	do.....	12123	75.00
1906.					
Aug. 31	A. K. Shoff.....	Stenographer.....	Aug. 7	19309	100.00
July 31	do.....	do.....	June 6	19679	100.00
Sept. 24	do.....	do.....	Aug. 7	18996	80.00
Oct. 1	Arthur H. Larson.....	do.....	do.....	19906	20.00
Nov. 2	do.....	do.....	do.....	20077	36.67
7	Gunthorp-Warren Printing Co.....	Printing for special assistant to At- torney General.	do.....	20066	1,009.50
8	Arthur H. Larson.....	Stenographer.....	Nov. 6	20102	63.33
Dec. 1	do.....	do.....	do.....	20241	100.00
1907.					
Jan. 2	do.....	do.....	do.....	23466	100.00
Feb. 1	do.....	do.....	1907.		
Mar. 1	do.....	do.....	Jan. 16	23715	100.00
30	do.....	do.....	do.....	24022	100.00
Apr. 30	do.....	do.....	do.....	24651	100.00
May 13	do.....	do.....	Apr. 10	24900	100.00
June 1	Fred A. Carlson.....	do.....	do.....	24936	43.33
11	do.....	do.....	do.....	24939	56.67
5	Gunthorp-Warren Printing Co.....	Printing in Greene and Gaynor case for spe- cial assistant to At- torney General.	do.....	27070	36.66
			Jan. 16	25005	1,246.55
1908.					
Feb. 28	Harry A. Ingall.....	Stenographer.....	1908.		
			Jan. 24	26574	100.00
	Total found				3,887.11

¹ Included in check 20806.² Paid during the term of John C. Ames, marshal.³ Included in check 20812.⁴ Included in check 20810.

LUMAN T. HOY,
United States Marshal Northern District Illinois,
 By J. P. WOLF,
Chief Deputy.

DEPARTMENT OF JUSTICE,
OFFICE OF THE UNITED STATES MARSHAL,
New York, August 4, 1911.

The ATTORNEY GENERAL,
Department of Justice, Washington, D. C.

DEAR SIR: I am in receipt of your letter of the 3d instant, initialed J. J. G., 157065-49, advising me that the Committee on Expenditures in the Department of Justice of the House of Representatives has called for a statement of the entire cost to the Government of the Carter, Greene, and Gaynor cases, both civil and criminal, and directing me to prepare a detailed statement showing all items paid through this office for service of process, fees of witnesses, and miscellaneous expenses incident to the cases above mentioned.

In reply thereto I wish to advise you that the civil dockets of this office show that the following processes were served and fees reported to the department in their respective quarters on the dates specified below:

1901.	
July 31.	Serving order for publication on the Mail and Express and New York Times, in re U. S. v. O. M. Carter et al., 2 services and mileage. . . \$4. 24
July 31.	Serving order to show cause on the Mutual Life Insurance Co. and on the American Mortgage Co., 2 services and mileage, in re U. S. v. Carter et al. 4. 24
Oct. 14.	Serving order to show cause making R. E. Westcott and John H. Paul parties defendant, etc., on Robert E. Westcott and John H. Paul, in re U. S. v. Carter et al., 2 services and mileage 4. 24
1902.	
Apr. 7.	Serving scire facias on recognizance on Benj. D. Greene, principal, and James D. Leary, surety, in re U. S. v. Benj. D. Greene et al., 2 services and mileage 4. 24
Apr. 7.	Serving scire facias on recognizance on John F. Gaynor, principal, and William B. Kirk, surety, in re U. S. v. Benj. D. Greene et al., 2 services and mileage 4. 24
1903.	
Dec. 16.	Serving order and notice of claim of lien on property in the southern district of Georgia on Arthur H. Smith, in re U. S. v. Benj. D. Greene et al., 1 service and mileage 2. 12
1904.	
Jan. 15.	Serving order in equity, issued by Henry E. McDowell, on Luther Lafin Kellogg, attorney, in re U. S. v. Benj. D. Greene et al., 1 service and mileage 2. 12
1908.	
Apr. 27.	Serving order and petition on Abram J. Rose, attorney, in re U. S. v. Benj. D. Greene et al., 1 service and mileage 2. 12
1910.	
June 1.	Serving affidavit and order on Mary C. Leary, as administratrix for James D. Leary, forfeited recognizance, in re U. S. v. Benj. D. Greene et al., 1 service and mileage 2. 12
Total amount of fees earned and reported, civil docket.	
29. 68	

The criminal dockets of this office show the following fees earned and reported in executing warrants and subpoenas, as follows:

1899.	
Dec. 14.	Executing warrants on four defendants, to wit: Benjamin D. Greene, John F. Gaynor, William T. Gaynor, and Edward H. Gaynor, for which the following fees were charged:
	Mileage to execute warrants, 8 miles. \$0. 48
	Executing warrants on four defendants. 8. 00
	Mileage transporting 4 prisoners to commissioner, 8 miles. 1. 60
	Attendance of four deputies before commissioner. 8. 00
	Four defendants, above mentioned, discharged on bail. 2. 00
Dec. 23.	Attendance of 4 deputies before commissioner. 8. 00
Dec. 30.	Do. 8. 00

1900.			
Jan.	3.	Attendance of 4 deputies before commissioner.....	\$8.00
Jan.	4.	Do.....	8.00
Jan.	16.	Do.....	8.00
Jan.	17.	Do.....	8.00
Jan.	18.	Do.....	8.00
Jan.	19.	Do.....	8.00
Jan.	24.	Do.....	8.00
Jan.	25.	Do.....	8.00
Jan.	27.	Do.....	8.00
Feb.	1.	Do.....	8.00
Feb.	2.	Do.....	8.00
Feb.	3.	Do.....	8.00
Total.....			132.08

IN RE U. S. V. O. M. CARTER.

1900.			
Mar.	13.	Service of subpoena on C. H. Van Deventer.....	.62

IN RE U. S. V. GREENE AND GAYNOR.

1900.			
Mar.	8.	Service of subpoena on Abram J. Rose.....	.62
Mar.	10.	Service of subpoena on Geo. R. Gibson.....	.62
Mar.	14.	Service of subpoena on Chas. T. Barney.....	.62
Mar.	12.	Service of subpoena on Wm. C. Duvall.....	.62
Mar.	20.	Service of subpoena on John B. Lee.....	.62
June	28.	Service of subpoena on Wm. H. Vanable.....	.62
Aug.	9.	Service of subpoena on Jas. E. Chandler.....	.62

IN RE U. S. V. O. M. CARTER ET AL.

1901.			
Apr.	30.	Service of subpoena on A. W. Kilbourne, P. G. Kilbourne, Clarkson Runyon, and S. C. Millett, 4 services and mileage.....	2.24
Oct.	25.	Service of subpoena on American Mortgage Co., John M. Bowers, and Thos. H. Baskerville, 3 services and mileage.....	1.74

IN RE U. S. V. GREENE AND GAYNOR.

1906.			
Jan.	5.	Service of subpoena on Franklin Ford.....	.86
Jan.	11.	Service of subpoena on Wm. L. Marshal.....	.62
Jan.	11.	Service of subpoena on C. A. Parsons.....	.50
Jan.	22.	Service of subpoena on Harvey Fisk & Sons.....	.62
Jan.	27.	Service of subpoena on J. P. Morgan & Co.....	.62
Mar.	7.	Service of subpoena on Henry L. Stimson.....	.50

Total amount of fees earned and reported, criminal docket. 144.74

Moneys paid from the various appropriations:

"SALARIES, FEES, AND EXPENSES OF MARSHALS."

1900.			
July	16.	Paid to John A. Stewart, office deputy United States marshal, expenses incurred endeavoring to execute subpoena at Rye, N. Y., in re U. S. v. Greene and Gaynor.....	1.25

"MISCELLANEOUS EXPENSES, UNITED STATES COURTS."

1900.			
Feb.	4.	Paid to Appeal Printing Co. for printing briefs in re U. S. v. Greene et al.....	303.20
Nov.	24.	Paid to Marion Erwin, assistant United States attorney, for expenses in re U. S. v. Greene et al., viz, blue paper, \$4.70; blue paper, \$4.70; expressage, \$25.35.....	34.75
1901.			
Apr.	11.	Paid to Appeal Printing Co. for printing for Mr. Erwin, assistant United States attorney, in re U. S. v. Greene et al.....	72.60
Apr.	29.	Paid to Fred. W. Hoyt for clerical services in re U. S. v. Greene and Gaynor et al.....	15.00
Apr.	29.	Paid to the First National Bank of Fernandino, Fla., for packing and shipping books, in re U. S. v. Gaynor et al.....	11.35

1901.			
Sept. 12.	Paid to the New York Times for publication of summons in re U. S. v. O. M. Carter.....	\$58. 80	
Sept. 12.	Paid to the Mail and Express for publication of summons in re U. S. v. O. M. Carter.....	28. 70	
1909.			
Sept. 10.	Paid to the Gunthorp-Warren Printing Co., of Chicago, Ill., for printing record in re U. S. v. O. M. Carter et al.....	349. 81	
1910.			
Apr. 25.	Paid to the Gunthorp-Warren Printing Co., of Chicago, Ill., for printing briefs in re U. S. v. Carter et al.....	272. 11	
1911.			
May 13.	Paid to the Gunthorp-Warren Printing Co., of Chicago, Ill., for printing records, etc., in re U. S. v. O. M. Carter et al.....	357. 31	
Total	.....	1,503. 63	

FEES OF WITNESSES, UNITED STATES COURTS.

Moneys paid to Government officials as actual expenses, and to witnesses as per diem and mileage:

1900.			
Jan. 10.	Paid to J. W. O. Sterly, actual expenses	\$48. 75	
Jan. 10.	Paid to E. R. Conant, actual expenses	42. 35	
Jan. 10.	Paid to A. S. Cooper, actual expenses.....	41. 20	
Jan. 10.	Paid to John B. McCarthy, actual expenses.....	17. 95	
Jan. 10.	Paid to Wm. F. Sliney, actual expenses.....	19. 95	
Jan. 10.	Paid to J. W. O. Sterly, actual expenses.....	49. 00	
Jan. 10.	Paid to E. R. Conant, actual expenses.....	44. 80	
Jan. 10.	Paid to A. S. Cooper, actual expenses.....	45. 30	
Jan. 10.	Paid to John B. McCarthy, actual expenses.....	21. 65	
Jan. 10.	Paid to Wm. F. Sliney, actual expenses.....	22. 40	
Jan. 25.	Paid to Cassius E. Gillette, actual expenses.....	57. 50	
Jan. 25.	Paid to Cassius E. Gillette, actual expenses.....	56. 10	
Jan. 25.	Paid to Cassius E. Gillette, actual expenses.....	28. 65	
June 28.	Paid to Wm. H. Venable, per diem and mileage from Stone Mountain, Ga., and return.....	90. 70	
June 29.	Paid to Thomas J. Agnew, per diem and mileage from Savannah, Ga., to New York and return.....	87. 00	
June 30.	Paid to Cassius E. Gillette, actual expenses.....	69. 45	
July 6.	Paid to A. S. Cooper, actual expenses.....	35. 10	
July 6.	Paid to J. W. O. Sterly, actual expenses.....	30. 85	
July 6.	Paid to Charles P. Goodyear, per diem and mileage from Brunswick, Ga., to New York.....	51. 50	
July 6.	Paid to Charles P. Goodyear, per diem and mileage return to Brunswick, Ga.....	53. 00	
July 9.	Paid to Thomas J. Agnew, per diem and mileage from Savannah, Ga., to New York and return.....	90. 00	
July 11.	Paid to Cassius E. Gillette, actual expenses.....	88. 25	
July 13.	Paid to Wm. H. Venable, per diem and mileage from Stone Mountain, Ga., to New York, and return to Stone Mountain, Ga.....	93. 70	
July 19.	Paid to Thomas F. Barr, actual expenses.....	72. 75	
July 19.	Paid to Chas. McClure, actual expenses.....	23. 80	
July 19.	Paid to John Morris, per diem and mileage from Savannah, Ga., to New York and return to Savannah, Ga.....	96. 00	
July 19.	Paid to Fred W. Hoyt, per diem and mileage from Fernandina, Fla., to New York and return to Fernandina, Fla.....	108. 50	
July 19.	Paid to John O. Gorman, per diem and mileage from Savannah, Ga., to New York and return to Savannah.....	96. 00	
July 20.	Paid to Chas. H. Van Deventer, per diem and mileage from Rye Beach, N. H., to New York and return to Rye Beach, N. H.....	28. 70	
July 21.	Paid to James L. Gallagher, actual expenses.....	80. 75	
July 23.	Paid to Orrin R. Judd, per diem.....	1. 50	
July 19.	Paid to David K. Catherwood, per diem and mileage, Savannah, Ga., to New York and return to Savannah.....	96. 00	
July 25.	Paid to J. W. O. Sterly, actual expenses.....	116. 60	
July 25.	Paid to Cassius E. Gillette, actual expenses.....	99. 00	

1900.

July 27.	Paid to Edward P. Moxey, jr., per diem and mileage from Philadelphia, Pa., to New York and return to Philadelphia, Pa.....	\$22. 60
Aug. 2.	Paid to A. S. Cooper, actual expenses.....	116. 95
Aug. 9.	Paid to Albert J. Twiggs, per diem and mileage from Augusta, Ga., to New York and return to Augusta, Ga.....	82. 70
Aug. 10.	Paid to Robert F. Westcott, per diem and mileage from Richfield Springs, N. Y., to New York City and return to Richfield Springs, N. Y.....	28. 50
Aug. 13.	Paid to Francis M. Smith, actual expenses.....	19. 00
Aug. 13.	Paid to Cassius E. Gillette, actual expenses.....	94. 50
Aug. 14.	Paid to J. W. O. Sterly, actual expenses.....	82. 95
Aug. 20.	Paid to A. S. Cooper, actual expenses.....	87. 35
Nov. 5.	Paid to Cassius E. Gillette, actual expenses.....	157. 90
Nov. 19.	Paid to Edwin Melvin, per diem.....	1. 50
Nov. 19.	Paid to Fred F. Chambers, jr., per diem.....	1. 50
Nov. 19.	Paid to William S. Dunloy, per diem.....	1. 50
Nov. 19.	Paid to George Tiedemann, per diem.....	1. 50
Total.....		2, 703. 20

The above are all the fees and costs. There are no other claims from any other appropriation under the control of this office.

RECAPITULATION.

Fees earned and reported in the civil docket.....	\$29. 68
Fees earned and reported in the criminal docket.....	144. 74
Paid from "Salaries, fees, and expenses, United States courts".....	1. 25
Paid from "Miscellaneous expenses, United States courts".....	1, 503. 63
Paid from "Fees of witnesses, United States courts".....	2, 703. 20
Total amount.....	4, 382. 50

Respectfully submitted.

WILLIAM HENKEL,
United States Marshal.

The register of the Department of Justice contains the names of all those employed in the department, but it does not contain the compensation allowed each one; and we requested that information from the Attorney General, and he has supplied it. I think it will serve the convenience of the members if that go into the record, showing the amount paid to each employee in the Department of Justice.

(Said statement is as follows:)

HOUSE OF REPRESENTATIVES, UNITED STATES,
COMMITTEE ON EXPENDITURES IN THE DEPARTMENT OF JUSTICE,
Washington, D. C., June 23, 1911.

HON. GEO. W. WICKERSHAM,
Attorney General, Washington, D. C.

DEAR MR. WICKERSHAM: Recurring to conversation had with Mr. J. H. Mackey, the disbursing clerk for the Department of Justice, to-day, I desire to say that I wish to renew the request for information contained in my letter to you of date June the 9th, to which you will please refer and kindly give attention.

I respectfully request that you will also furnish a statement of salaries paid to the employees of the Department of Justice for the years 1905, 1906, 1907, 1908, 1909, and 1910. This list is to cover employees of the department such as appears on page 13 of your annual register for the year 1910. We could of course secure some of this information as to salaries from the legislative appropriations but not enough.

You will observe that this letter does not change in any way the request for information set forth in my letter of June the 17th.

Awaiting your compliance, I am, very truly, yours,

JACK BEALL.

DEPARTMENT OF JUSTICE,
Washington, June 26, 1911.

HON. JACK BEALL, M. C.,

Chairman Committee on Expenditures in the Department of Justice,
House of Representatives.

DEAR SIR: I have the honor to transmit herewith the information requested by the second paragraph of your letter of the 23d instant, namely, a statement of salaries paid to the employees of this department, such as those whose names appear on page 13 of of Annual Register of this department for the year 1910, during the years 1905, 1906, 1907, 1908, 1909, and 1910.

This information is submitted in the form suggested by Mr. Hollingsworth in conference to-day with the appointment clerk of this department.

Very truly, yours,

GEO. W. WICKERSHAM,
Attorney General.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF JUSTICE.

[NOTE.—The date of appointment is the date the appointment took effect.]

JULY 20, 1905.

OFFICE OF THE ATTORNEY GENERAL.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Attorney General.</i>				
William H. Moody.....	\$8,000	July 1, 1904	July 1, 1904	Massachusetts.
<i>Solicitor General.</i>				
Henry M. Hoyt.....	7,500	June 15, 1897	Feb. 25, 1903	Pennsylvania.
<i>Assistant to the Attorney General.</i>				
William A. Day ¹	7,000	Mar. 17, 1903	Mar. 17, 1903	District of Columbia.
Milton D. Purdy.....	7,000	Mar. 10, 1903	Dec. 12, 1905	Minnesota.
<i>Assistant Attorneys General.</i>				
Louis A. Pradt ²	5,000	June 8, 1897	June 8, 1897	Wisconsin.
James C. McReynolds.....	5,000	May 1, 1903	Nov. 17, 1903	Tennessee.
Charles H. Robb.....	5,000	Feb. 25, 1902	Mar. 16, 1904	Vermont.
Charles W. Russell.....	5,000	Aug. 5, 1886	Dec. 19, 1905	West Virginia.
Josiah A. Van Orsdel.....	5,000	Feb. 1, 1906	Feb. 1, 1906	Wyoming.
Frank L. Campbell ³	5,000	Feb. 28, 1903	Feb. 28, 1903	Ohio.
John G. Thompson ⁴	5,000	June 2, 1897	June 2, 1897	Illinois.
William E. Fuller ⁵	5,000	Mar. 9, 1901	Mar. 9, 1901	Iowa.
<i>Assistant Attorney General, Post Office Department.</i>				
Russell P. Goodwin ⁶	4,500	May 16, 1904	May 16, 1904	Illinois.
<i>Solicitor for the Department of State.</i>				
William L. Penfield ⁷	4,500	June 7, 1897	June 7, 1897	Indiana.
James B. Scott.....	4,500	Jan. 23, 1906	Jan. 23, 1906	California.
<i>Solicitor of the Treasury.</i>				
Maurice D. O'Connell.....	4,500	June 19, 1897	June 19, 1897	Iowa.
<i>Solicitor of the Department of Commerce and Labor.</i>				
Edwin Walter Sims.....	4,500	Mar. 14, 1905	Mar. 14, 1905	Illinois.
<i>Solicitor of Internal Revenue.</i>				
A. B. Hayes.....	4,500	Mar. 16, 1903	Mar. 16, 1903	Utah.

¹ Resigned July 27, 1905.

² Resigned Jan. 31, 1908.

³ Assigned to Interior Department.

⁴ Defense in Indian Depredation Claims.

⁵ Spanish Treaty Claims Commission.

⁶ Appointed by Postmaster General.

⁷ Resigned Dec. 27, 1906.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

JULY 20, 1905—Continued.

OFFICE OF THE ATTORNEY GENERAL—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>General agent.</i>				
Cecil Clay.....	\$4,000	Dec. 15, 1882	Oct. 7, 1903	West Virginia.
<i>Chief clerk and superintendent of building.</i>				
Orin J. Field.....	2,750	Feb. 1, 1895	Oct. 7, 1903	Kansas.
<i>Private secretary to Attorney General.</i>				
John A. Kratz, Jr.....	2,500	Jan. 8, 1901	Dec. 7, 1904	Pennsylvania.
<i>Appointment clerk.</i>				
Charles B. Sornborger.....	2,000	Dec. 8, 1894	July 1, 1905	Vermont.
<i>Attorney in charge of pardons.</i>				
Peyton Gordon.....	2,400	Sept. 1, 1904	Sept. 1, 1904	Maryland.
<i>Disbursing clerk.</i>				
Alexander C. Caine.....	2,750	Feb. 16, 1898	July 1, 1903	Ohio.
<i>Law clerk and examiner of titles.</i>				
Alexander J. Bentley.....	2,700	June 10, 1867	June 10, 1867	Ohio.
<i>Assistant attorney in charge of dockets.</i>				
Sinclair B. Sheibley.....	2,500	Dec. 26, 1882	July 1, 1899	Georgia.
<i>Assistant attorneys.</i>				
Felix Brannigan.....	3,000	July 1, 1885	May 16, 1899	New York.
George H. Walker.....	3,000	July 31, 1897	Mar. 7, 1901	Ohio.
Charles F. Kincheloe.....	2,500	Sept. 1, 1897	Sept. 1, 1897	Illinois.
William W. Scott.....	2,500	July 24, 1897	July 1, 1903	West Virginia.
George M. Anderson.....	2,500	Jan. 1, 1901	July 1, 1903	Maryland.
James Alfred Tanner.....	2,500	Nov. 3, 1897	Jan. 13, 1904	District of Columbia.
Stanhope Henry.....	2,000	Dec. 1, 1905	Dec. 1, 1905	Virginia.
<i>Law clerks.</i>				
James A. Finch ¹	2,000	Mar. 12, 1890	June 16, 1902	New York.
<i>Fourth-class clerks.</i>				
Joseph P. Rudy.....	1,800	Mar. 1, 1889	Jan. 1, 1897	Pennsylvania.
Nathan Plummer.....	1,800	Apr. 28, 1883	July 1, 1900	Maryland.
Anne H. Shortridge (Miss).....	1,800	June 20, 1893	June 16, 1902	New York.
George F. Mikkelsen.....	1,800	July 23, 1903	Feb. 18, 1904	Kansas.
William S. Gregg.....	1,800	Apr. 1, 1902	July 1, 1905	Pennsylvania.
<i>Confidential clerks.</i>				
Clarkson R. Sherwood.....	1,600	Aug. 15, 1896	Nov. 16, 1905	Rhode Island.
Ashton F. Embury.....	1,600	Jan. 10, 1905	Dec. 21, 1908	Kentucky.
<i>Stenographer to Solicitor General.</i>				
Harry S. Ridgely.....	1,600	July 1, 1904	July 1, 1905	District of Columbia.
<i>Third-class clerks.</i>				
Albert K. Brodie.....	1,600	June 28, 1876	Dec. 20, 1883	North Carolina.
Beauregard J. Landry.....	1,600	Aug. 24, 1888	July 17, 1897	Louisiana.
Thomas H. Wright.....	1,600	Nov. 9, 1870	Mar. 4, 1898	District of Columbia.
Edward R. Magie ²	1,600	Sept. 20, 1894	May 23, 1901	Indiana.
Juliet McMaster (Miss).....	1,600	Sept. 25, 1893	July 1, 1905	New York.
Elizabeth Wright (Miss).....	1,600	Dec. 24, 1895	July 1, 1905	Mississippi.
Charles F. De Woody.....	1,600	May 1, 1902	July 1, 1905	Ohio.
Henry L. Gilbert.....	1,600	Aug. 31, 1903	July 1, 1905	Michigan.

¹ Prosecution of crimes.² Granted 6 months' leave of absence without pay, commencing Jan. 16, 1906.³ July 28, 1905, detailed to office of Solicitor of Commerce and Labor.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

JULY 20, 1905—Continued.

OFFICE OF THE ATTORNEY GENERAL—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Second-class clerks.</i>				
Mary Thomas (Miss).....	\$1,400	July 1, 1882	July 1, 1905	Louisiana.
Carrie E. Smith (Miss).....	1,400	Dec. 10, 1885	July 1, 1905	Virginia.
William R. Loney.....	1,400	Mar. 31, 1898	July 1, 1905	Maryland.
<i>First-class clerks.</i>				
Elizabeth Whitney (Miss).....	1,200	Mar. 23, 1890	July 1, 1905	Massachusetts.
Charles E. Goodno.....	1,200	Jan. 1, 1881	July 1, 1905	Iowa.
Nettie C. Jennings (Miss).....	1,200	July 3, 1897	July 1, 1905	Wisconsin.
James H. Mackey.....	1,200	Mar. 21, 1901	July 1, 1903	Colorado.
M. Estelle Herron (Miss).....	1,200	Mar. 16, 1898	May 11, 1904	Maryland.
John R. Hinton.....	1,200	Oct. 27, 1903	Dec. 20, 1904	Massachusetts.
Jerome D. Kiefer.....	1,200	July 16, 1903	July 1, 1905	New York.
<i>Telegrapher and stenographer.</i>				
John R. Gaskins.....	1,200	Aug. 18, 1902	Aug. 1, 1903	Virginia.
<i>Clerks.</i>				
Elizabeth S. Poole (Miss).....	900	Aug. 4, 1903	July 1, 1905	Illinois.
E. Virlian Dunstan.....	900	May 1, 1903	July 1, 1905	Virginia.
Clifford H. McGlasson.....	900	Mar. 24, 1904	July 1, 1905	Ohio.
Austin Harveycutter.....	900	July 5, 1904	Jan. 1, 1906	District of Columbia.
Mahlon D. Kiefer.....	900	Dec. 9, 1904	July 1, 1905	New York.
Ernest C. Rankin.....	900	Apr. 8, 1905	July 1, 1905	North Carolina.
Morrissey S. Koonce.....	900	Mar. 2, 1905	July 1, 1905	Alabama.
Joseph Fishman.....	900	Mar. 29, 1905	July 1, 1905	Maryland.
John M. Chapman.....	900	July 14, 1905	July 14, 1905	North Carolina.
Alex. Bruce Bielaski.....	900	July 11, 1905	Oct. 23, 1905	Maryland.
George Kearney.....	900	Nov. 16, 1905	Nov. 16, 1905	Virginia.
Grace Murphy.....	900	Feb. 9, 1906	Feb. 9, 1906	Minnesota.
<i>Engineer.</i>				
Edward Walker.....	1,200	Nov. 14, 1901	Nov. 14, 1901	Rhode Island.
<i>Assistant engineer.</i>				
David B. Glasco.....	900	Oct. 27, 1886	July 1, 1905	District of Columbia.
<i>Chief messenger.</i>				
James J. Haney.....	1,000	May 21, 1876	July 1, 1902	District of Columbia.
<i>Messenger.</i>				
John J. Cherry.....	840	Nov. 10, 1882	July 1, 1903	District of Columbia.
<i>Assistant messengers.</i>				
Michael T. Ahern.....	720	Nov. 1, 1886	Nov. 1, 1886	District of Columbia.
Addison Bailey.....	720	Aug. 13, 1890	Aug. 26, 1896	Virginia.
Tobias Norton.....	720	Dec. 11, 1891	Jan. 1, 1897	District of Columbia.
James M. Marks.....	720	Mar. 31, 1896	Jan. 1, 1897	Virginia.
H. Clay Hawkins.....	720	Feb. 8, 1897	June 1, 1899	West Virginia.
Maurice H. Ferguson.....	720	July 1, 1903	Aug. 1, 1904	New Jersey.
Roy E. Leatherman.....	720	Oct. 14, 1904	Dec. 7, 1905	Indian Territory.
<i>Watchmen.</i>				
Charles F. Smith.....	720	Aug. 1, 1888	May 11, 1892	District of Columbia.
Clark Arnold.....	720	July 7, 1899	Mar. 15, 1904	Texas.
Frank A. Howell.....	720	Sept. 9, 1899	Aug. 1, 1904	Virginia.
<i>Elevator conductors.</i>				
James H. Holmes.....	720	Dec. 1, 1888	May 1, 1898	Pennsylvania.
Eugene H. McMichael.....	720	Sept. 15, 1896	Sept. 4, 1901	Mississippi.
<i>Firemen.</i>				
James Acton.....	720	Dec. 18, 1883	Dec. 18, 1883	District of Columbia.
George H. Brown.....	720	Jan. 2, 1886	Jan. 2, 1886	Maryland.
Harry Walsh.....	720	Mar. 11, 1902	July 1, 1905	District of Columbia.

¹ Out Nov. 15, 1905.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

JULY 20, 1905—Continued.

OFFICE OF THE ATTORNEY GENERAL—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Laborers.</i>				
Bert E. Barnes.....	\$660	Feb. 10, 1902	Aug. 1, 1904	Iowa.
Clarence B. Reed.....	660	June 8, 1904	June 8, 1904	Do.
Moses A. Campbell.....	660	Mar. 17, 1905	Mar. 17, 1905	District of Columbia.
Franklin C. Herndon.....	660	Nov. 7, 1905	Nov. 7, 1905	Alabama.
<i>Charwomen.</i>				
Margaret Lane (Mrs.).....	240	June 30, 1883	June 30, 1883	District of Columbia.
Amelia Colbert (Mrs.).....	240	do do	do do	Do.
Louisa Williams (Mrs.).....	240	July 11, 1888	July 11, 1888	Do.
Nannie B. Graves (Mrs.).....	240	Jan. 11, 1894	Jan. 11, 1894	Do.
Annie Brodie (Mrs.).....	240	Oct. 24, 1898	Oct. 24, 1898	Do.
Mary Sullivan (Miss).....	240	May 10, 1901	May 10, 1901	Do.
Blanche Acton (Miss).....	240	Oct. 27, 1903	Mar. 9, 1904	Do.
Jane Wade (Mrs.).....	240	Jan. 4, 1906	Jan. 4, 1906	Do.
<i>Division of Accounts—Chief of division.</i>				
John J. Glover.....	2,500	Oct. 2, 1894	July 1, 1900	Ohio.
<i>Fourth-class clerks.</i>				
Leonard Sargeant.....	1,800	Oct. 2, 1894	July 1, 1897	Missouri.
Peter J. Meenan.....	1,800	Jan. 31, 1895	Feb. 24, 1898	Pennsylvania.
Edward M. Kennard.....	1,800	Apr. 4, 1893	July 1, 1900	Maryland.
Harry C. Heckman.....	1,800	Oct. 24, 1894	July 1, 1903	Pennsylvania.
<i>Third-class clerks.</i>				
Elizabeth T. Wood (Mrs.).....	1,600	Jan. 31, 1895	July 1, 1897	New York.
Alvin M. McNish.....	1,600	Oct. 29, 1894	July 1, 1903	Georgia.
Edward G. Randall.....	1,600	Feb. 25, 1895	do do	Pennsylvania.
Joseph R. Mickle.....	1,600	Mar. 14, 1895	do do	Do.
Thomas C. Taylor.....	1,600	Oct. 19, 1894	Apr. 1, 1904	Ohio.
<i>Second-class clerks.</i>				
Charles I. Simms.....	1,400	Sept. 18, 1896	June 16, 1902	Georgia.
Joseph F. Bixler.....	1,400	July 1, 1896	July 1, 1903	Pennsylvania.
Charles S. Easterling.....	1,400	July 6, 1896	do do	Kansas.
John W. Gardner.....	1,400	Mar. 28, 1898	do do	New York.
Caroline Southerland (Miss).....	1,400	Oct. 16, 1896	do do	Massachusetts.
Samuel G. Moyer.....	1,400	Oct. 16, 1899	do do	Maryland.
Charles L. Ebaugh.....	1,400	July 13, 1898	July 1, 1904	Missouri.
<i>First-class clerks.</i>				
William A. Dyer.....	1,200	Mar. 15, 1900	May 23, 1901	New Jersey.
Fodle B. Kenyon (Mrs.).....	1,200	May 8, 1899	Sept. 4, 1901	North Carolina.
Paca Oberlin.....	1,200	July 19, 1902	Oct. 21, 1903	Virginia.
Charles T. Johnson, jr.....	1,200	July 1, 1903	May 11, 1904	New York.
Vinton A. Holbrook.....	1,200	July 14, 1902	June 1, 1905	South Dakota.
Roger Shale.....	1,200	July 1, 1904	Nov. 7, 1905	Missouri.
<i>Copyists.</i>				
B. Frank Cash.....	900	June 27, 1905	June 27, 1905	Michigan.
Wm. W. Bon Durant.....	900	Nov. 25, 1905	Nov. 25, 1905	Iowa.
<i>Packer.</i>				
Paul Bolleau.....	840	Mar. 10, 1883	July 1, 1903	Louisiana.

OFFICE OF THE SOLICITOR OF THE TREASURY.

<i>Solicitor.</i>				
Maurice D. O'Connell.....	\$4,500	June 19, 1897	June 19, 1897	Iowa.
<i>Assistant Solicitor.</i>				
Felix A. Reeve.....	3,000	Aug. 5, 1897	Aug. 5, 1897	Tennessee.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

JULY 20, 1905—Continued.

OFFICE OF THE SOLICITOR OF THE TREASURY—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Chief clerk.</i>				
Charles E. Vrooman.....	\$2,000	Aug. 26, 1890	Aug. 26, 1890	Iowa.
<i>Law clerk.</i>				
Chapman W. Maupin.....	2,000	June 10, 1899	July 1, 1901	District of Columbia
<i>Docket clerks.</i>				
Waldemar E. Bends.....	2,000	Dec. 30, 1871	July 1, 1903	New York.
Thomas I. Murphy.....	2,000	Jan. 1, 1870	July 1, 1903	Ohio.
<i>Fourth-class clerks.</i>				
Charles S. Johnson.....	1,800	Dec. 1, 1880	July 1, 1896	New York.
Robert J. Mawhinney.....	1,800	Dec. 28, 1883	May 15, 1903	Pennsylvania.
Robert E. Tyner ¹	1,800	Oct. 8, 1890	July 1, 1903	Illinois.
<i>Third-class clerks.</i>				
John A. Ellinger.....	1,600	Jan. 1, 1879	Dec. 1, 1880	Maryland.
Daniel S. Foster.....	1,600	Feb. 2, 1895	Mar. 5, 1904	Pennsylvania.
<i>Second-class clerks.</i>				
James S. Maddux.....	1,400	Jan. 29, 1896	Mar. 22, 1901	New Jersey.
Harvey B. Cox.....	1,400	Dec. 23, 1903	Dec. 23, 1903	Iowa.
Clarence R. Naft ²	1,400	Mar. 25, 1902	May 1, 1904	Kansas.
<i>Assistant messenger.</i>				
John J. O'Shea.....	720	Apr. 24, 1894	Jan. 14, 1896	Tennessee.
<i>Laborer.</i>				
Wm. C. Evans.....	660	June 1, 1898	June 1, 1898	Alabama.

OFFICE OF THE SOLICITOR OF THE DEPARTMENT OF COMMERCE AND LABOR.

<i>Solicitor.</i>				
Edwin Walter Sims.....	\$4,500	Mar. 14, 1905	Mar. 14, 1905	Illinois.
<i>Chief clerk and law clerk.</i>				
Harrison Nesbit.....	2,000	July 1, 1905	July 1, 1905	Missouri.
<i>Clerks.</i>				
Edward T. Quigley.....	1,600	Nov. 22, 1905	Nov. 22, 1905	New York.
Herbert B. Collins.....	1,200	May 4, 1904	July 1, 1905	Georgia.
<i>Messenger.</i>				
Buchanan W. Faire.....	840	July 1, 1904	July 1, 1904	South Carolina.

¹ Dec. 21, 1905, detail terminated.² July 28, 1905, detailed to office of Solicitor of the Department of Commerce and Labor.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

JULY 20, 1905—Continued.

Special appropriations.

ENFORCEMENT OF ANTI-TRUST LAWS.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Special assistant to the Attorney General.</i>				
Oliver E. Pagin.....	\$4,500	Oct. 21, 1903	Oct. 1, 1904	Illinois.
<i>Assistant attorneys.</i>				
G. Carroll Todd ¹	2,500	July 13, 1900	Jan. 1, 1905	Virginia.
Harwood Graves.....	2,500	May 26, 1903	July 1, 1905	Do.
<i>Stenographer.</i>				
Caroline Osborn.....	p. m. 75.00	Feb. 16, 1906	Feb. 16, 1906	District of Columbia.

INSULAR AND TERRITORIAL AFFAIRS.

<i>Assistant attorneys.</i>				
Edwin W. Lawrence.....	\$2,750	June 29, 1905	June 29, 1905	Vermont.
Glenn E. Husted.....	2,500	Sept. 29, 1899	July 1, 1903	Michigan.
John S. Mosby.....	2,400	May 23, 1904	May 23, 1904	Virginia.
Henry A. Vieth.....	2,000	Feb. 25, 1902	Jan. 20, 1905	Wisconsin.
<i>Law clerks.</i>				
Alexander H. Semmes.....	1,600	Feb. 25, 1902	Aug. 1, 1903	District of Columbia.
Percy M. Cox.....	1,600	Mar. 13, 1897	Jan. 20, 1905	Maryland.
<i>Clerks.</i>				
Elvira D. O'Connor (Mrs.).....	1,400	Feb. 25, 1902	Jan. 20, 1905	New York.
Elizabeth Reed (Mrs.).....	1,200	Dec. 28, 1903	June 28, 1904	Pennsylvania.
J. Arthur Russell.....	1,000	Oct. 26, 1903	Dec. 6, 1905	Michigan.
<i>Confidential clerk.</i>				
Helen Lincoln (Miss) ²	1,000	Jan. 26, 1905	Jan. 20, 1905	Massachusetts.

DEFENDING SUITS IN CLAIMS AGAINST THE UNITED STATES.

[Including defense in French spoliation claims.]

<i>Assistant attorney.</i>				
John W. Traimer.....	\$3,500.00	Nov. 3, 1897	Mar. 1, 1905	Ohio.
<i>Special attorneys.</i>				
John Q. Thompson.....	3,300.00	July 24, 1901	July 1, 1903	Kansas.
Philip M. Ashford.....	3,000.00	Aug. 1, 1899	July 1, 1905	Ohio.
Frederick De C. Faust.....	2,500.00	May 4, 1904	May 4, 1904	District of Columbia.
Malcolm A. Coles.....	2,500.00	July 1, 1904	Nov. 15, 1905	Virginia.
F. W. Collins.....	p. m. 250.00	Nov. 1, 1897	Nov. 1, 1897	Nebraska.
C. C. Binney ³	p. d. 10.00	July 19, 1893	Sept. 16, 1897	Pennsylvania.
<i>Special attorneys (in the field).</i>				
John C. Dougherty.....	p. d. 10.00	Oct. 8, 1891	May 15, 1905	Pennsylvania.
Robert Chisolm.....	p. d. 10.00	Sept. 1, 1899	do	Alabama.
A. B. Hurt ¹	p. d. 10.00	Jan. 1, 1900	Jan. 1, 1900	Tennessee.
George E. Boren.....	p. d. 10.00	Nov. 21, 1904	May 15, 1905	Do.
<i>Stenographers.</i>				
Leona E. Kidwell (Mrs.).....	p. m. 114.66	Oct. 5, 1898	Nov. 1, 1902	Virginia.
William M. Birchard.....	p. m. 91.66	Nov. 1, 1898	do	Ohio.
Reuben J. Fanshaker.....	p. m. 91.66	Nov. 17, 1900	Apr. 16, 1905	Wisconsin.
John R. Wright.....	p. m. 75.00	Dec. 1, 1899	June 4, 1904	District of Columbia.
T. Ransel Hensault.....	p. m. 75.00	Apr. 1, 1904	Nov. 16, 1904	Do.
Colley Bell.....	p. m. 75.00	Apr. 16, 1903	July 1, 1905	Maryland.
W. Clarence Houghtell.....	p. m. 65.00	Sept. 11, 1903	do	Kansas.

¹ Resignation accepted Oct. 13, 1905.² Resigned Oct. 31, 1905.³ Employed when occasion requires.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

JULY 20, 1905—Continued.

Special appropriations—Continued.

DEFENDING SUITS IN CLAIMS AGAINST THE UNITED STATES—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Copysts.</i>				
Sara K. Gorman (Mrs.).....	p. m. \$75. 00	June 1, 1904	Aug. 1, 1905	Oregon.
Ethel E. Launt (Miss).....	p. m. 50. 00	Dec. 23, 1901	July 5, 1904	District of Columbia.
Frances K. Breedin (Miss).....	p. m. 50. 00	July 1, 1903	July 1, 1903	Do.
<i>Assistant messenger.</i>				
David T. Bounds.....	p. m. 60. 00	June 9, 1899	Mar. 8, 1905	District of Columbia.

PROSECUTION OF CRIMES.

[Including violations of intercourse acts.]

<i>General agent.</i>				
Cecil Clay.....	\$4, 000	Dec. 15, 1882	Oct. 7, 1903	West Virginia.
<i>Special examiner.</i>				
Robert V. La Dow.....	3, 000	Feb. 11, 1881	.....do.....	New York.
<i>Examiners.</i>				
Plato Mountjoy.....	2, 500	Apr. 18, 1896	Apr. 18, 1896	Missouri.
Charles W. Pavey.....	2, 500	Nov. 6, 1897	Nov. 6, 1897	Illinois.
Stanley W. Finch.....	2, 500	Aug. 24, 1893	May 23, 1901	New York.
Louis G. Ochsenreiter.....	2, 500	July 1, 1902	July 1, 1903	South Dakota.
William H. Ramsey.....	2, 500	Feb. 1, 1895	Apr. 1, 1904	Ohio.
John D. Harris.....	2, 500	July 1, 1903	Nov. 4, 1905	Nebraska.
Mahlon C. Masterson.....	2, 000	July 8, 1897	Nov. 16, 1905	California.
<i>Special agent for violations of intercourse acts.</i>				
Robert J. W. Brewster.....	2, 500	Apr. 29, 1897	Apr. 29, 1897	Pennsylvania.

DEFENSE IN INDIAN DEPREDAATION CLAIMS.

<i>Assistant Attorney General.</i>				
John G. Thompson.....	\$5, 000	June 2, 1897	June 2, 1897	Illinois.
<i>Assistant attorneys.</i>				
Lincion B. Smith.....	3, 000	Apr. 1, 1892	Dec. 1, 1905	Wisconsin.
Harry Peyton.....	2, 800	Sept. 12, 1893	Apr. 1, 1894	Mississippi.
E. C. Foster.....	2, 800	July 6, 1897	July 6, 1897	New Mexico.
<i>Special attorneys (in the field).</i>				
Ellsworth Ingalls.....	p. d. 8	Nov. 15, 1897	Nov. 15, 1897	Kansas.
John Stansbury.....	p. d. 8	June 9, 1899	June 9, 1899	Illinois.
Samuel H. Spooner.....	p. d. 8	.....do.....	.....do.....	Indiana.
John A. Hendricks.....	p. d. 8	Jan. 22, 1901	Jan. 22, 1901	North Carolina.
<i>Clerks.</i>				
John F. Downing.....	2, 250	June 1, 1901	Mar. 1, 1902	Illinois.
Frank P. Son.....	1, 400	Sept. 28, 1900	.....do.....	New York.
George T. Stormont.....	1, 400	.....do.....	Mar. 28, 1905	Michigan.
<i>Assistant messengers.</i>				
Roshier Stokes.....	p. m. 60	Mar. 22, 1898	July 1, 1901	Indiana.
R. D. Acton.....	p. m. 60	Aug. 20, 1904	Aug. 20, 1904	Illinois.

¹ Temporary.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

JULY 20, 1905—Continued.

Special appropriations—Continued.

SPECIAL ASSISTANT ATTORNEYS.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Special assistants to Attorney General.</i>				
Mursden C. Burch.....	\$5,000	May 15, 1899	July 1, 1905	Michigan.
William J. Hughes.....	3,250	May 1, 1885	Nov. 17, 1905	Pennsylvania.
Robert A. Howard.....	3,000	Apr. 30, 1895	Dec. 16, 1904	Arkansas.
John L. Lott.....	3,000	July 6, 1898	.....do.....	Ohio. ¹
William R. Harr.....	2,750	June 1, 1902	Nov. 16, 1905	District of Columbia.
David D. Caldwell.....	2,500	May 15, 1894	Jan. 12, 1906	Illinois.
Henry C. Lewis.....	2,250	Feb. 1, 1900	July 1, 1905	Georgia.
Reeves T. Strickland.....	2,000	Feb. 1, 1895	Aug. 5, 1904	New York.
Otis J. Carlton.....	2,000	Oct. 1, 1904	Jan. 12, 1906	Massachusetts.
<i>Special assistant to Attorney General in Pacific Railroad cases.</i>				
F. E. Hutchins.....	3,000	June 1, 1898	Jan. 1, 1905	Ohio.

CARE OF RENTED BUILDINGS.

<i>Telephone operator.</i>				
Jennie A. Boyle (Miss).....	\$1,000	Aug. 15, 1900	July 1, 1905	District of Columbia.
<i>Messenger.</i>				
William M. Davidson.....	840	July 1, 1885	Aug. 1, 1904	Do.
<i>Watchmen.</i>				
Joseph Johnson.....	840	July 1, 1874	.....do.....	New Hampshire.
Frederick G. Aukam.....	720	Mar. 26, 1904	.....do.....	Maryland.
<i>Assistant messengers.</i>				
Eugene B. Pratt.....	720	Nov. 23, 1903	.....do.....	Pennsylvania.
Richard W. Powell.....	720	June 1, 1899	July 1, 1905	Virginia.
Arthur Bollinger.....	720	Oct. 30, 1903	Dec. 21, 1905	District of Columbia.
<i>Laborers.</i>				
Clyde D. Moyer.....	p. m. 55	Aug. 1, 1905	Aug. 1, 1905	Do.
Leo P. Watson.....	p. m. 55	Sept. 20, 1905	Sept. 20, 1905	Missouri.
James R. Porter.....	p. m. 20	Jan. 1, 1903	Jan. 1, 1903	District of Columbia.
Wade H. Skinner.....	p. m. 55	Dec. 7, 1905	Dec. 7, 1905	West Virginia.
<i>Head charwoman.</i>				
Elizabeth Tansley.....	p. m. \$40	Dec. 1, 1900	July 1, 1904	District of Columbia.
<i>Charwomen.</i>				
Bridget Bladen.....	p. m. 20	July 1, 1899	July 1, 1899	Do.
Fannie Jackson.....	p. m. 20	Mar. 17, 1902	Mar. 17, 1902	Do.
Jennie Payne.....	p. m. 20	Apr. 3, 1902	Apr. 3, 1902	Do.
Della Warner.....	p. m. 20	July 1, 1899	July 1, 1899	Do.
Della Rucker.....	p. m. 20	May 20, 1903	May 20, 1903	Do.
Louise Agnes Jackson.....	p. m. 20	June 4, 1903	June 4, 1903	Do.
Lulu Hooper.....	p. m. 20	Jan. 2, 1904	Jan. 2, 1904	Do.

SPANISH TREATY CLAIMS COMMISSION.¹

[1411 H Street NW.]

<i>Commissioners.</i>				
William E. Chandler (president of commission).....	\$5,000	Mar. 9, 1901	Mar. 9, 1901	New Hampshire.
Gerrit J. Diekema.....	5,000	.....do.....	.....do.....	Michigan.
James F. Wood.....	5,000	.....do.....	.....do.....	Ohio.
William A. Maury.....	5,000	.....do.....	.....do.....	District of Columbia.
William L. Chambers.....	5,000	.....do.....	.....do.....	Alabama.

¹ Resigned Nov. 15, 1905.² Appointments and employment under act of Mar. 2, 1901.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

JULY 20, 1905—Continued.

Special appropriations—Continued.

SPANISH TREATY CLAIMS COMMISSION—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Clerk.</i>				
William E. Spear.....	\$3,500	Mar. 27, 1901	Mar. 27, 1901	Massachusetts.
<i>Assistant clerk.</i>				
James J. Fitzgerald.....	2,000	Apr. 8, 1901	July 1, 1902	Massachusetts.
<i>Commissioners to take testimony in Cuba.</i>				
David Meade Massie.....	2,500	July 1, 1902	July 1, 1902	Ohio.
Laurence H. Thompson.....	2,100	Sept. 11, 1902	May 1, 1904	Florida.
Wm. B. Reynolds.....	p. d. 8	Jan. 15, 1904	Jan. 15, 1904	Maryland.
Miller A. Smith.....	p. d. 8	Apr. 6, 1904	Apr. 6, 1904	New York.
Harry E. Swan.....	p. d. 8	Jan. 12, 1905	Jan. 12, 1905	Virginia.
George L. Todd.....	p. d. 8	Dec. 1, 1905	Dec. 1, 1905	Massachusetts.
Ann Singleton.....	None.	Apr. 9, 1904	Apr. 9, 1904	Florida.
<i>Interpreters.</i>				
Felix A. Fuentes.....	1,800	Mar. 6, 1903	Mar. 6, 1903	Cuba.
Ann Singleton.....	1,800	May 1, 1903	Oct. 1, 1903	Florida.
Jose A. Gutierrez.....	1,800	Jan. 15, 1904	Jan. 15, 1904	New York.
John Federico Delgado.....	1,800	Mar. 18, 1904	Mar. 18, 1904	Do.
<i>Clerks and stenographers.</i>				
William H. Smith.....	1,400	Dec. 11, 1901	July 11, 1902	Wisconsin.
Lena De Proe.....	1,200	Apr. 9, 1901	Apr. 9, 1901	Michigan.
Lenna M. Smith.....	1,200	Apr. 11, 1901	Apr. 11, 1901	Ohio.
Ruel Smith.....	1,200	May 23, 1901	May 23, 1901	Maine.
Thomas Griffin, jr.....	1,200	Nov. 1, 1901	Nov. 1, 1901	District of Columbia.
Laura I. Halderman.....	1,200	Dec. 1, 1905	Dec. 1, 1905	New York.
Martha Lane.....	1,200	Mar. 1, 1904	Mar. 1, 1904	Iowa.
<i>Assistant messengers and watchmen.</i>				
Joseph J. Harvey.....	p. m. 60	Feb. 15, 1902	Feb. 15, 1902	District of Columbia.
Henry P. Koenigsberg.....	p. m. 60	Nov. 26, 1902	Nov. 26, 1902	Michigan. ¹
Charles E. Brown.....	p. m. 60	Mar. 1, 1903	Mar. 1, 1903	Massachusetts.
Frank Gordon.....	p. m. 60	Feb. 1, 1906	Feb. 1, 1906	District of Columbia.

DEFENSE OF SUITS BEFORE SPANISH TREATY CLAIMS COMMISSION.

<i>Assistant Attorney General.</i>				
William E. Fuller.....	\$5,000.00	Mar. 9, 1901	Mar. 9, 1901	Iowa.
<i>Special counsel.</i>				
Hannls Taylor.....	p. m. 416.66	Mar. 11, 1902	July 21, 1902	Alabama.
<i>Assistant attorneys.</i>				
Harry K. Daugherty.....	2,800.00	July 1, 1903	July 1, 1904	Pennsylvania.
Michael O'Neill (disbursing agent).....	p. m. 250.00	Feb. 26, 1902	Nov. 1, 1905	Ohio.
E. G. Mills.....	2,500.00	Oct. 1, 1902	Oct. 1, 1902	Wisconsin.
C. F. Jones.....	p. m. 350.00	Mar. 27, 1901	July 1, 1904	Indiana.
E. S. Huston.....	p. m. 350.00	July 10, 1903	do	Iowa.
A. R. Thompson.....	p. m. \$200.00	Feb. 26, 1902	Feb. 26, 1902	Pennsylvania.
Charles D. Westcott.....	p. m. 200.00	do	Jan. 16, 1903	Do.
Martin T. Baldwin.....	p. m. 200.00	Nov. 14, 1904	Nov. 14, 1904	Illinois.
Benj. F. James.....	p. m. 200.00	Mar. 30, 1905	Mar. 30, 1905	Ohio.
<i>Special agent.</i>				
Maddin Summers.....	2,600.00	Mar. 11, 1902	July 1, 1905	Tennessee.
<i>Special examiner.</i>				
S. F. Stewart ²	p. m. 200.00	Jan. 14, 1904	Jan. 14, 1904	Illinois.
<i>Assistant attorney and interpreter.</i>				
Alexander W. Kent.....	p. m. 166.66	Dec. 31, 1901	Nov. 22, 1904	District of Columbia.

¹ Out Jan. 31, 1906.² Temporary.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

JULY 20, 1905—Continued.

Special appropriations—Continued.

DEFENSE OF SUITS BEFORE SPANISH TREATY CLAIMS COMMISSION—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Interpreters.</i>				
A. Y. Casanova.....	\$1,800.00	Nov. 25, 1904	Nov. 25, 1904	Pennsylvania.
Ricardo Garcia.....	p. m. 100.00	Nov. 1, 1902	Nov. 1, 1902	Cuba.
<i>Financial clerk.</i>				
David C. Chambers.....	2,000.00	Apr. 10, 1901	Dec. 1, 1904	Alabama.
<i>Stenographers.</i>				
Thalia N. Cochrane.....	1,200.00	Feb. 10, 1902	Mar. 1, 1902	Iowa. ¹
Marjorie J. Bierck (Mrs.).....	p. m. 100.00	May 8, 1905	June 28, 1905	New York.
Helen A. Stewart (Mrs.).....	p. m. 100.00	Jan. 15, 1904	Nov. 1, 1905	Ohio.
<i>Messenger.</i>				
William J. Reed.....	1,000.00	Mar. 1, 1902	Mar. 1, 1903	New Hampshire.
<i>Laborer and copyist.</i>				
John G. Hawes.....	p. m. 75.00	Mar. 1, 1902	Mar. 7, 1904	New York.

COMMISSION TO REVISE THE LAWS OF THE UNITED STATES.²

[Bond Building.]

<i>Commissioners.</i>				
David K. Watson.....	\$5,000.00	Dec. 21, 1898	Dec. 21, 1898	Ohio.
William D. Bynum.....	5,000.00	Dec. 11, 1900	Dec. 11, 1900	Indiana.
John L. Lott.....	5,000.00	July 6, 1898	Nov. 15, 1905	Ohio.
<i>Law clerk.</i>				
Nathaniel T. Crutchfield.....	1,800.00	July 1, 1897	July 1, 1897	Kentucky.
<i>Stenographers.</i>				
Charles T. Bynum.....	1,200.00	July 1, 1900	July 1, 1900	Indiana.
Charles L. Thurber.....	1,200.00	Feb. 1, 1901	Feb. 1, 1901	Ohio.
Harry Harris.....	1,200.00	July 1, 1901	July 1, 1901	Montana.

TRUSTEES REFORM SCHOOL OF THE DISTRICT OF COLUMBIA.

[Term, three years.]

Name.	Original appointment.	Present appointment.
Cecil Clay ² (president of board).....	Apr. 2, 1887	May 2, 1905
Crosby S. Noyes (president of board).....	Nov. 2, 1898	Nov. 7, 1905
Samuel W. Curriden.....	Jan. 31, 1899	Do.
William M. Shuster.....	May 7, 1896	May 2, 1905
Henry F. Blount.....	May 22, 1899	May 22, 1905
B. H. Warner.....	May 31, 1904	May 31, 1904
George Truesdell.....	Oct. 4, 1901	Aug. 7, 1905
Henry B. F. Macfarland.....	Ex officio.	

TRUSTEES REFORM SCHOOL FOR GIRLS OF THE DISTRICT OF COLUMBIA.

[Term, three years.]

Chapin Brown (president of board).....	Aug. 10, 1893	July 8, 1904
Alexander C. Caine.....	Oct. 25, 1902	Oct. 25, 1902
Walter V. R. Berry.....	Mar. 31, 1903	Mar. 31, 1903
J. Wesley Bovee.....	do.	Do.
Maude K. Wetmore.....	do.	Do.
Ellen Warder Thoron.....	May 1, 1903	May 1, 1903
Robert C. Wilkins.....	Feb. 25, 1904	Feb. 25, 1904
Rufus H. Thayer.....	Dec. 22, 1904	Dec. 22, 1904
Amy McMillan.....	Feb. 24, 1905	Feb. 24, 1905

¹ Resigned Oct. 9, 1905.² Appointments and employment under act of June 4, 1897.³ Resigned September 18, 1905.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

OCTOBER 1, 1906.

OFFICE OF THE ATTORNEY GENERAL.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Attorney General.</i>				
Charles J. Bonaparte.....	\$8,000	Dec. 17, 1906	Dec. 17, 1906	Maryland.
<i>Solicitor General.</i>				
Henry M. Hoyt.....	7,500	June 15, 1897	Feb. 25, 1903	Pennsylvania.
<i>Assistant to the Attorney General.</i>				
Milton D. Purdy.....	7,000	Mar. 10, 1903	Dec. 12, 1905	Minnesota.
<i>Assistant Attorneys General.</i>				
Charles W. Russell.....	5,000	Aug. 5, 1886	Dec. 19, 1905	West Virginia.
Josiah A. Van Orsdel.....	5,000	Feb. 1, 1906	Feb. 1, 1906	Wyoming.
James C. McReynolds ¹	5,000	May 1, 1903	Nov. 17, 1903	Tennessee.
Alford W. Cooley.....	5,000	Nov. 7, 1906	Dec. 17, 1906	New York.
Edward T. Sanford.....	5,000	Jan. 17, 1907	Jan. 17, 1907	Tennessee.
Frank L. Campbell ²	5,000	Feb. 28, 1903	Feb. 28, 1903	Ohio.
John G. Thompson ³	5,000	June 2, 1897	June 2, 1897	Illinois.
William E. Fuller ⁴	5,000	Mar. 9, 1901	Mar. 9, 1901	Iowa.
<i>Assistant Attorney General, Post Office Department.</i>				
Russell P. Goodwin ⁵	4,500	May 16, 1904	May 16, 1904	Illinois.
<i>Solicitor for the Department of State.</i>				
James B. Scott.....	4,500	Jan. 23, 1906	Jan. 23, 1906	California.
<i>Solicitor of the Treasury.</i>				
Maurice D. O'Connell.....	4,500	June 19, 1897	June 19, 1897	Iowa.
<i>Solicitor of the Department of Commerce and Labor.</i>				
Charles Earl.....	4,500	June 18, 1906	Dec. 18, 1906	Maryland.
<i>Solicitor of Internal Revenue.</i>				
Arthur B. Hayes.....	4,500	Mar. 16, 1903	Mar. 16, 1903	Utah.
<i>General agent.</i>				
Cecil Clay ⁶	4,000	Dec. 15, 1882	Oct. 7, 1903	West Virginia.
<i>Chief clerk and superintendent of building.</i>				
Orin J. Field.....	3,000	Feb. 1, 1895	Oct. 7, 1903	Kansas.
<i>Private secretary to Attorney General.</i>				
Henry C. Gauss.....	2,500	Dec. 17, 1906	Dec. 17, 1906	Massachusetts.
<i>Appointment clerk.</i>				
Charles B. Sornborger.....	2,000	Dec. 8, 1894	July 1, 1905	Vermont.
<i>Attorney in charge of pardons.</i>				
Peyton Gordon.....	2,400	Sept. 1, 1904	Sept. 1, 1904	Maryland.
<i>Disbursing clerk.</i>				
Alexander C. Caine.....	2,750	Feb. 16, 1898	July 1, 1903	Ohio.
<i>Law clerk and examiner of titles.</i>				
Alexander J. Bentley.....	2,700	June 10, 1867	June 10, 1867	Ohio.

¹ Resigned Dec. 31, 1906.² Assigned to Interior Department.³ Defense in Indian depredation claims.⁴ Spanish Treaty Claims Commission.⁵ Appointed by Postmaster General.⁶ Prosecution of crimes.⁷ From July 1, 1906.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

OCTOBER 1, 1906—Continued.

OFFICE OF THE ATTORNEY GENERAL—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Assistant attorney in charge of dockets.</i>				
Sinclair B. Shebley.....	\$2,500	Dec. 26, 1882	July 1, 1899	Georgia.
<i>Assistant attorneys.</i>				
Felix Brannigan.....	3,000	July 1, 1885	May 16, 1899	New York.
William W. Scott.....	3,000	July 24, 1897	May 16, 1906	West Virginia.
.....	2,750	.....	.....	.....
Glenn E. Husted ¹	2,750	Sept. 29, 1899	July 1, 1906	Michigan.
James Alfred Tanner ²	2,500	Nov. 3, 1897	Jan. 13, 1904	District of Columbia.
Frederick De C. Faust.....	2,500	May 4, 1904	May 16, 1906	Do.
Malcom A. Coles.....	2,500	July 1, 1904	..... do	Virginia.
William H. Lamar.....	2,500	May 16, 1906	Oct. 16, 1906	Maryland.
George E. Boren.....	2,500	Nov. 21, 1904	Mar. 15, 1907	Tennessee.
John S. Mosby ¹	2,400	May 23, 1904	July 1, 1906	Virginia.
Stanhope Henry.....	2,000	Dec. 1, 1905	Dec. 1, 1905	Do.
Henry A. Vieth ¹	2,000	Feb. 25, 1902	July 1, 1906	Wisconsin.
<i>Law clerks.</i>				
James A. Finch.....	2,000	Mar. 12, 1890	June 16, 1902	New York.
William S. Gregg.....	2,000	Apr. 1, 1902	July 1, 1906	Pennsylvania.
<i>Law clerk, class 4.</i>				
Alexander H. Semmes ^{1, 2}	1,800	Feb. 26, 1902	July 1, 1906	District of Columbia.
<i>Fourth-class clerks.</i>				
Joseph P. Rudy.....	1,800	Mar. 1, 1889	Jan. 1, 1897	Pennsylvania.
Nathan Plummer.....	1,800	Apr. 28, 1883	July 1, 1900	Maryland.
Anne H. Shortridge (Miss).....	1,800	June 20, 1893	June 16, 1902	New York.
George F. Mikkelsen.....	1,800	July 23, 1903	Feb. 18, 1904	Kansas.
Clarkson R. Sherwood.....	1,800	Aug. 15, 1896	July 1, 1906	Rhode Island.
<i>Confidential clerks.</i>				
Ashton F. Embry.....	1,600	Jan. 10, 1905	Dec. 21, 1905	Kentucky.
John R. Gaskins.....	1,600	Aug. 18, 1902	July 23, 1906	Virginia.
.....	1,600	.....	.....	.....
<i>Stenographer to Solicitor General.</i>				
Harry S. Ridgely.....	1,600	July 1, 1904	July 1, 1905	District of Columbia.
<i>Third-class clerks.</i>				
Albert K. Brodie.....	1,600	June 26, 1876	Dec. 20, 1883	North Carolina.
Beauregard J. Landry.....	1,600	Aug. 24, 1888	July 17, 1897	Louisiana.
Thomas H. Wright.....	1,600	Nov. 9, 1870	Mar. 4, 1898	District of Columbia.
Jullet McMaster (Miss).....	1,600	Sept. 25, 1893	July 1, 1905	New York.
Elizabeth Wright (Miss).....	1,600	Dec. 24, 1895	..... do	Mississippi.
Henry L. Gilbert.....	1,600	Aug. 31, 1903	July 23, 1906	Michigan.
Carrie E. Smith (Miss).....	1,600	Dec. 10, 1885	July 1, 1906	Virginia.
William R. Loney.....	1,600	Mar. 31, 1898	..... do	Maryland.
James H. Mackey.....	1,600	Mar. 21, 1901	July 23, 1906	Colorado.
<i>Second-class clerks.</i>				
M. Estelle Herron (Miss).....	1,400	Mar. 16, 1898	July 1, 1906	Maryland.
Elvira D. O'Connor (Mrs.) ¹	1,400	Feb. 25, 1902	July 1, 1905	New York.
Jerome D. Kiefer.....	1,400	July 16, 1903	July 23, 1906	Do.
John R. Hinton.....	1,400	Oct. 27, 1903	..... do	Massachusetts.
<i>First-class clerks.</i>				
Mary Thomas (Miss).....	1,200	July 1, 1882	July 1, 1906	Louisiana.
Nettie C. Jennings (Miss).....	1,200	July 3, 1897	..... do	Wisconsin.
J. Arthur Russell ¹	1,200	Oct. 26, 1903	July 1, 1906	Michigan.
Elizabeth Reed (Mrs.) ⁴	1,200	Dec. 28, 1903	..... do	Pennsylvania.

¹ Transferred from appropriation "Insular and Territorial affairs."² Resigned Jan. 31, 1907.³ Feb. 13, 1907, detailed for duty in office Solicitor, Department of Commerce and Labor, for not to exceed 120 days.⁴ Died Dec. 30, 1906.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

OCTOBER 1, 1906—Continued.

OFFICE OF THE ATTORNEY GENERAL—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>First-class clerks—Continued.</i>				
George Kearney.....	\$1,200	Nov. 16, 1905	July 1, 1906	Virginia.
Austin Harveycutler.....	1,200	July 5, 1904	July 23, 1906	District of Columbia.
Morrissey S. Koonce.....	1,200	Mar. 2, 1905	Aug. 22, 1906	Alabama.
Elizabeth S. Poole.....	1,200	Aug. 4, 1903	Jan. 1, 1907	Illinois.
Joseph Fishman.....	1,200	Mar. 29, 1905	.....do.....	Maryland.
<i>Telegrapher and stenographer.</i>				
John M. Chapman.....	1,200	July 14, 1905	July 1, 1906	North Carolina.
<i>Clerks.</i>				
Alexander Bruce Bielaski.....	1,000	July 11, 1905	Jan. 1, 1907	Maryland.
Charles E. Godno.....	900	July 1, 1881	July 1, 1906	Iowa.
W. Clarence Houghtelin.....	900	Sept. 11, 1903	July 16, 1906	Kansas.
Charles Jenkins.....	900	Aug. 4, 1906	Aug. 4, 1906	Kentucky.
Ralph I. Egan.....	900	Aug. 13, 1906	Aug. 13, 1906	Massachusetts.
Harold J. Wagner.....	900	Aug. 30, 1906	Aug. 30, 1906	New York.
Charles A. Lethert.....	900	Sept. 6, 1906	Sept. 6, 1906	Minnesota.
Earl Zimmerman.....	900	Oct. 4, 1906	Oct. 4, 1906	New Jersey.
Julia B. Hill.....	900	Jan. 19, 1907	Jan. 19, 1907	Mississippi.
Hugh A. Fisher.....	900	Feb. 11, 1907	Feb. 11, 1907	Maryland.
<i>Engineer.</i>				
Edward Walker.....	1,200	Nov. 14, 1901	Nov. 14, 1901	Rhode Island.
<i>Assistant engineer.</i>				
David B. Glasco.....	900	Oct. 27, 1886	July 1, 1905	District of Columbia.
<i>Chief messenger.</i>				
James J. Haney.....	1,000	May 21, 1876	July 1, 1902	District of Columbia.
<i>Messengers.</i>				
John J. Cherry.....	840	Nov. 10, 1882	July 1, 1903	District of Columbia.
H. Clay Hawkins.....	840	Feb. 8, 1897	July 1, 1906	West Virginia.
<i>Assistant messengers.</i>				
Michael T. Ahern.....	720	Nov. 1, 1886	Nov. 1, 1886	District of Columbia.
Addison Bailey.....	720	Aug. 13, 1890	Aug. 26, 1896	Virginia.
Tobias Norton.....	720	Dec. 11, 1891	Jan. 1, 1897	District of Columbia.
James M. Marks.....	720	Mar. 31, 1896	Jan. 1, 1897	Virginia.
Roy E. Leatherman.....	720	Oct. 14, 1904	Dec. 7, 1905	Indian Territory.
Leo P. Watson.....	720	Sept. 20, 1905	Nov. 8, 1906	Missouri.
<i>Watchmen.</i>				
Charles F. Smith.....	720	Aug. 1, 1888	May 11, 1892	District of Columbia.
Clark Arnold.....	720	July 7, 1899	Mar. 15, 1904	Texas.
Frank A. Howell.....	720	Sept. 9, 1899	Aug. 1, 1904	Virginia.
<i>Elevator conductors.</i>				
James H. Holmes.....	720	Dec. 1, 1888	May 1, 1898	Pennsylvania.
Eugene H. McMichael.....	720	Sept. 15, 1896	Sept. 4, 1901	Mississippi.
<i>Firemen.</i>				
James Acton.....	720	Dec. 18, 1883	Dec. 18, 1883	District of Columbia.
George H. Brown.....	720	Jan. 2, 1886	Jan. 2, 1886	Maryland.
Harry Walsh.....	720	Mar. 11, 1902	July 1, 1905	District of Columbia.
William W. Lemmond.....	900	Feb. 26, 1907	Feb. 26, 1907	North Carolina.
Robert E. Crowley.....	900	Mar. 7, 1907	Mar. 7, 1907	Massachusetts.
<i>Laborers.</i>				
Clarence B. Reed ¹	660	June 8, 1904	June 8, 1904	Iowa.
Moses A. Campbell.....	660	Mar. 17, 1905	Mar. 17, 1905	District of Columbia.
Franklin C. Herndon.....	660	Nov. 7, 1905	Nov. 7, 1905	Alabama.
Wilbur P. Lindsey.....	660	Nov. 14, 1906	Nov. 14, 1906	District of Columbia.
William A. Berkeley.....	660	Dec. 1, 1906	Dec. 1, 1906	New York.

¹ Mar. 7, 1907, detailed to duty in office Solicitor Commerce and Labor (120 days).² Dismissed Nov. 7, 1908.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

OCTOBER 1, 1906—Continued.

OFFICE OF THE ATTORNEY GENERAL—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Charwomen.</i>				
Margaret Lane (Mrs.).....	\$240	June 30, 1883	June 30, 1883	District of Columbia.
Amelia Colbert (Mrs.).....	240	.....do.....	.....do.....	Do.
Louisa Williams (Mrs.).....	240	July 11, 1888	July 11, 1888	Do.
Nannie B. Graves (Mrs.).....	240	Jan. 11, 1894	Jan. 11, 1894	Do.
Annie Brodie (Mrs.).....	240	Oct. 24, 1898	Oct. 24, 1898	Do.
Mary Sullivan (Miss).....	240	May 10, 1901	May 10, 1901	Do.
Blanche Acton (Miss).....	240	Oct. 27, 1903	Mar. 9, 1904	Do.
Jane Wade (Mrs.).....	240	Jan. 4, 1905	Jan. 4, 1905	Do.
Ada Armstrong.....	240	Feb. 18, 1907	Feb. 18, 1907	Maryland.
Amelia Eller.....	240	Mar. 16, 1907		
<i>Division of Accounts—Chief of division.</i>				
John J. Glover.....	2,500	Oct. 2, 1894	July 1, 1900	Ohio.
<i>Chief bookkeeper and record clerk.</i>				
Edward M. Kennard.....	2,000	Apr. 4, 1893	July 1, 1906	Maryland.
<i>Fourth-class clerks.</i>				
Leonard Sargeant.....	1,800	Oct. 2, 1894	July 1, 1897	Missouri.
Peter J. Meehan.....	1,800	Jan. 31, 1895	Feb. 24, 1898	Pennsylvania.
Harry C. Heckman.....	1,800	Oct. 24, 1894	July 1, 1903	Do.
<i>Third-class clerks.</i>				
Elizabeth T. Wood (Mrs.).....	1,600	Jan. 31, 1895	July 1, 1897	New York.
Edward G. Randall.....	1,600	Feb. 25, 1895	July 1, 1903	Pennsylvania.
Joseph R. Mickie.....	1,600	Mar. 14, 1895	.....do.....	Do.
Thomas C. Taylor.....	1,600	Oct. 19, 1894	Apr. 1, 1904	Ohio.
John W. Gardner.....	1,600	Mar. 28, 1894	July 23, 1906	New York.
<i>Second-class clerks.</i>				
Charles I. Simms.....	1,400	Sept. 18, 1896	June 16, 1902	Georgia.
Joseph F. Bixler.....	1,400	July 1, 1896	July 1, 1903	Pennsylvania.
Caroline Sutherland (Miss).....	1,400	Oct. 16, 1896	.....do.....	Massachusetts.
Samuel G. Moyer.....	1,400	Oct. 16, 1899	.....do.....	Maryland.
Charles L. Fbaugh.....	1,400	July 13, 1898	July 1, 1904	Missouri.
William A. Dyer.....	1,400	Mar. 15, 1900	July 23, 1906	New Jersey.
Paca Oberlin.....	1,400	July 19, 1902	.....do.....	Virginia.
<i>First-class clerks.</i>				
Fodie B. Kenyon (Mrs.).....	1,200	May 8, 1899	Sept. 4, 1901	North Carolina.
Charles T. Johnson, Jr.....	1,200	July 1, 1903	May 11, 1904	New York.
Vinton A. Holbrook.....	1,200	July 14, 1902	June 1, 1905	South Dakota.
Ernest C. Rankin.....	1,200	Apr. 8, 1905	July 23, 1906	North Carolina.
Wm. W. Bon Durant.....	1,200	Nov. 25, 1905	.....dq.....	Iowa.
Herbert J. McClure.....	1,200	Aug. 6, 1906	Nov. 1, 1906	New York.
<i>Clerks.</i>				
Harry L. Collins.....	900	Aug. 13, 1906	Aug. 13, 1906	Massachusetts.
John J. Byrne.....	900	Nov. 13, 1906	Nov. 13, 1906	Do.
<i>Packer.</i>				
Paul Bolleau.....	840	Mar. 10, 1883	July 1, 1903	Louisiana.

OFFICE OF THE SOLICITOR OF THE TREASURY.

<i>Solicitor.</i>				
Maurice D. O'Connell.....	\$4,500	June 19, 1897	June 19, 1897	Iowa.
<i>Assistant Solicitor.</i>				
Felix A. Reeve.....	3,000	Aug. 5, 1897	Aug. 5, 1897	Tennessee.
<i>Chief clerk.</i>				
Charles E. Vrooman.....	2,000	Aug. 26, 1890	Aug. 26, 1890	Iowa.

¹ Service terminated Feb. 28, 1907

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

OCTOBER 1, 1906—Continued.

OFFICE OF THE SOLICITOR OF THE TREASURY—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Law clerks.</i>				
Chapman W. Maupin.....	\$2,000	June 10. 1899	July 1. 1901	District of Columbia.
Robert J. Mawhinney.....	2,000	Dec. 23. 1883	July 1. 1906	Pennsylvania.
<i>Docket clerks.</i>				
Waldemar E. Benda.....	2,000	Dec. 30. 1871	July 1. 1903	New York.
Charles S. Johnson.....	2,000	Dec. 1. 1880	Jan. 1. 1907	Do.
<i>Fourth-class clerks.</i>				
Robert E. Tyner.....	1,800	Oct. 8. 1890	July 1. 1903	Illinois.
Harvey B. Cox.....	1,800	Dec. 23. 1903	Jan. 1. 1907	Iowa.
<i>Third-class clerks.</i>				
John A. Ellinger.....	1,600	Jan. 1. 1870	Dec. 1. 1890	Maryland.
Daniel S. Foster.....	1,600	Feb. 2. 1895	Mar. 5. 1904	Pennsylvania.
<i>Second-class clerks.</i>				
James S. Maddux.....	1,400	Jan. 29. 1896	Mar. 22. 1901	New Jersey.
Mahlon D. Kiefer.....	1,400	Dec. 9. 1904	Jan. 1. 1907	Pennsylvania.
<i>Assistant messenger.</i>				
John J. O'Shea.....	720	Apr. 24. 1894	Jan. 14. 1898	Tennessee.
<i>Laborer.</i>				
Wm. C. Evans.....	660	June 1. 1898	June 1. 1898	Alabama.

OFFICE OF THE SOLICITOR OF THE DEPARTMENT OF COMMERCE AND LABOR.

<i>Solicitor.</i>				
Charles Earl.....	\$4,500	June 13. 1906	Sept. 1. 1906	Maryland.
<i>Chief clerk and law clerk.</i>				
Harrison Neebit.....	2,250	July 1. 1905	July 1. 1905	Missouri.
<i>Fourth-class clerks.</i>				
Edward T. Quigley.....	1,800	Nov. 22. 1905	July 1. 1906	New York.
Arthur L. Davis.....	1,800	July 1. 1906	do	Illinois.
<i>Third-class clerks.</i>				
Edward R. Magie.....	1,600	Sept. 20. 1894	July 1. 1906	Indiana.
Morton Booth.....	1,600	July 1. 1906	do	Do.
<i>Second-class clerks.</i>				
Herbert B. Collins.....	1,400	May 4. 1904	July 1. 1906	Georgia.
Wilson S. Wiley.....	1,400	July 1. 1906	do	Arkansas.
<i>First-class clerks.</i>				
Joseph G. Hedrick.....	1,200	Apr. 16. 1906	Apr. 16. 1906	Kansas.
Franklin G. Wixson.....	1,200	July 1. 1906	July 1. 1906	Wisconsin.
Donald S. Edmonds.....	1,200	do	do	District of Columbia.
Ralph W. Hills ¹	1,200	do	do	Ohio.
Grace Murphy ²	1,200	Feb. 16. 1906	Feb. 12. 1907	Minnesota.
<i>Messenger.</i>				
Buchanan W. Faire.....	840	July 1. 1904	July 1. 1904	South Carolina.

¹ From July 1, 1906.² Resigned Dec. 15, 1906.³ Mar. 7, 1907, detailed to duty in office Solicitor of Commerce and Labor (not exceeding 120 days).

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

OCTOBER 1, 1906—Continued.

Special appropriations.

ENFORCEMENT OF ANTITRUST LAWS.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Special assistant to the Attorney General.</i>				
Oliver E. Pagan.....	1 \$5,000	Oct. 21, 1903	Oct. 1, 1904	Illinois.
<i>Special agent.</i>				
Victor N. Roadstrum.....	5,000	Feb. 4, 1905	Nov. 16, 1906	Illinois.
<i>Assistant attorney.</i>				
J. Harwood Graves.....	2,500	May 26, 1903	July 1, 1905	Virginia.
<i>Stenographer.</i>				
Mary B. Wright.....	p. m. 75.00	Jan. 2, 1907	Mar. 7, 1907	Mississippi.

¹ Advanced on account.

DEFENDING SUITS IN CLAIMS AGAINST THE UNITED STATES.

[Including defense in French spoliation claims.]

<i>Assistant attorney.</i>				
John W. Trainer.....	\$3,500	Nov. 3, 1897	Mar. 1, 1905	Ohio.
<i>Special attorneys.</i>				
John Q. Thompson.....	3,500	July 24, 1901	July 1, 1906	Kansas.
Philip M. Ashford.....	3,000	Aug. 1, 1899	July 1, 1905	Ohio.
Charles F. Kincheloe.....	3,000	Sept. 1, 1897	May 16, 1906	Illinois.
George M. Anderson.....	3,000	Jan. 1, 1901	.....do.....	Maryland.
Anthony C. Campbell.....	3,000	May 16, 1906	.....do.....	New Mexico.
Franklin W. Collins.....	p. m. 250	Nov. 1, 1897	Nov. 1, 1897	Nebraska.
<i>Special attorneys (in the field).</i>				
John C. Dougherty ¹	p. d. 10.00	Oct. 8, 1891	May 15, 1905	Pennsylvania.
Robert Chisolm ²	p. d. 10.00	Sept. 1, 1899	.....do.....	Alabama.
John L. Chisolm.....	p. d. 10.00	Mar. 16, 1907	Mar. 16, 1907	Do.
<i>Law clerk.</i>				
Percy M. Cox.....	1,800	Mar. 13, 1897	July 1, 1906	Maryland.
<i>Stenographers.</i>				
Leona E. Kidwell (Mrs.).....	1,600	Oct. 5, 1898	Mar. 1, 1906	Virginia.
William M. Birchard.....	1,400	Nov. 1, 1898	July 1, 1906	Ohio.
Reuben J. Panabaker.....	p. m. 91.00	Nov. 17, 1900	Apr. 16, 1905	Wisconsin.
John R. Wright.....	p. m. 75.00	Dec. 1, 1899	June 4, 1904	District of Columbia.
T. Ransel Henault.....	p. m. 75.00	Apr. 1, 1904	Nov. 16, 1904	Do.
Colley Bell.....	p. m. 75.00	Apr. 16, 1905	July 1, 1906	Maryland.
Harry H. Buck.....	p. m. 75.00	July 16, 1906	July 16, 1905	District of Columbia.
Wade H. Skinner.....	p. m. 65.00	Dec. 7, 1905	July 16, 1906	West Virginia.
Arthur Bollinger.....	p. m. 65.00	Oct. 30, 1903	Nov. 1, 1906	District of Columbia.
<i>Copyists.</i>				
Sara K. Gorman (Mrs.).....	p. m. 75.00	June 1, 1904	Aug. 1, 1905	Oregon.
Frances K. Breedin (Miss) ³	p. m. 60.00	July 1, 1903	July 1, 1906	District of Columbia.
Julia D. Rionhard.....	p. m. 50.00	Nov. 1, 1906	(⁴)	Pennsylvania.
<i>Assistant messengers.</i>				
David T. Bounds.....	p. m. 60.00	June 9, 1899	Mar. 8, 1905	District of Columbia.
Robert Lee Gray.....	p. m. 60.00	Apr. 1, 1906	Apr. 1, 1906	Maryland.

¹ Died Oct. 14, 1906.² Resigned Mar. 15, 1907.³ Temporary.⁴ Extended for 3 months, commencing Mar. 1, 1907.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

OCTOBER 1, 1906—Continued.

Special appropriations—Continued.

PROSECUTION OF CRIMES.

[Including violations of intercourse acts.]

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>General agent.</i>				
Cecil Clay.....	\$4,000	Dec. 15, 1882	Oct. 7, 1903	West Virginia.
<i>Assistant general agent.</i>				
Robert V. La Dow.....	3,000	Feb. 11, 1881	Oct. 7, 1903	New York.
<i>Special examiner.</i>				
Stanley W. Finch.....	2,750	Aug. 24, 1893	July 23, 1906	New York.
<i>Eraminers.</i>				
William H. Ramsey.....	2,500	Feb. 1, 1895	Apr. 1, 1904	Ohio.
John D. Harris.....	2,500	July 1, 1903	Nov. 4, 1905	Nebraska.
Mahlon C. Masterson.....	2,250	July 8, 1897	Feb. 1, 1907	California.
Alvin M. McNish.....	2,250	Oct. 29, 1894	do.....	Georgia.
Charles S. Easterling.....	2,250	July 6, 1896	do.....	Kansas.
B. Frank Cash.....	2,250	June 27, 1905	do.....	Michigan.
Plato Mountjoy.....	2,000	Apr. 18, 1896	Aug. 1, 1906	Missouri.
Charles W. Pavey.....	2,000	Nov. 6, 1897	do.....	Illinois.
Louis G. Ochsenreiter.....	2,000	July 1, 1902	do.....	South Dakota.
Charles F. De Woody.....	1,800	May 1, 1902	July 23, 1906	Ohio.
Clifford H. McGlasson.....	1,800	Mar. 24, 1904	do.....	Do.
<i>Special agent.</i>				
J. Ellen Foster (Mrs.).....	2,000	Oct. 11, 1906	Oct. 11, 1906	District of Columbia
Frank Burke.....	p. d. 6	Feb. 18, 1907	do.....	Do.
Raymond E. Horn.....	p. d. 9	July 10, 1906	Feb. 1, 1907	
<i>Special agent for violation of intercourse acts.</i>				
Robert J. W. Brewster.....	2,500	Apr. 29, 1897	Apr. 29, 1897	Pennsylvania.

DEFENSE IN INDIAN-DEPREDAATION CLAIMS.

<i>Assistant Attorney General.</i>				
John G. Thompson.....	\$5,000	June 2, 1897	June 2, 1897	Illinois.
<i>Assistant attorneys.</i>				
Lincoln B. Smith.....	3,000	Apr. 1, 1892	Dec. 1, 1905	Wisconsin.
Harry Peyton ¹	2,800	Sept. 12, 1893	Apr. 1, 1894	Mississippi.
<i>Special attorneys (in the field).</i>				
Ellsworth Ingalls.....	p. d. 8	Nov. 15, 1897	Nov. 15, 1897	Kansas.
John Stansbury.....	p. d. 8	June 9, 1899	June 9, 1899	Illinois.
John A. Hendricks.....	p. d. 8	Jan. 22, 1901	Nov. 1, 1906	North Carolina.
<i>Clerks.</i>				
John F. Downing.....	2,250	June 1, 1901	Mar. 1, 1902	Illinois.
Frank P. Son ²	1,400	Sept. 28, 1900	do.....	New York.
George T. Stormont.....	1,400	do.....	Mar. 28, 1905	Michigan.
<i>Assistant messengers.</i>				
Roshier Stokes.....	p. m. 60	Mar. 22, 1906	July 1, 1901	Indiana.
Robert D. Acton.....	p. m. 60	Aug. 20, 1904	Aug. 20, 1904	Illinois.

¹ Resigned Oct. 31, 1906.² Resigned Dec. 10, 1906.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

OCTOBER 1, 1906—Continued.

Special appropriations—Continued.

SPECIAL ASSISTANT ATTORNEYS.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Special assistants to Attorney General.</i>				
Marsden C. Burch.....	\$5,000	July 16, 1897	July 1, 1905	Michigan.
Wm. J. Hughes.....	3,250	May 1, 1885	Nov. 17, 1905	Pennsylvania.
Robert A. Howard.....	3,000	Apr. 30, 1895	Dec. 16, 1904	Arkansas.
William R. Harr.....	2,750	June 1, 1902	Nov. 16, 1905	District of Columbia.
David D. Caldwell.....	2,500	May 15, 1894	Jan. 12, 1906	Illinois.
Henry C. Lewis.....	2,500	Feb. 1, 1900	July 1, 1906	Georgia.
Otis J. Carlton.....	2,500	Oct. 1, 1904	Dec. 1, 1906	Massachusetts.
John A. Kratz, jr.....	2,500	Jan. 8, 1901	Dec. 16, 1906	Pennsylvania.
Reeves T. Strickland.....	2,300	Feb. 1, 1895	Jan. 16, 1907	New York.
<i>Special assistant to Attorney General in Pacific Railroad cases.</i>				
F. E. Hutchins.....	3,000	June 1, 1898	Jan. 1, 1905	Ohio.

CARE OF RENTED BUILDINGS.

<i>Telephone operator.</i>				
Jennie A. Boyle (Miss).....	\$1,000	Aug. 15, 1900	July 1, 1905	District of Columbia.
<i>Messenger.</i>				
William M. Davidson.....	840	July 1, 1885	Aug. 1, 1904	District of Columbia.
<i>Watchmen.</i>				
Maurice H. Ferguson.....	840	July 1, 1903	Nov. 8, 1906	New Jersey.
Joseph Johnson.....	840	July 1, 1874	Aug. 1, 1904	New Hampshire.
Fredk. G. Aukam.....	720	Mar. 26, 1904	do.....	Maryland.
<i>Assistant messengers.</i>				
Eugene B. Pratt.....	720	Nov. 23, 1903	Aug. 1, 1904	Pennsylvania.
Richard W. Powell.....	720	June 1, 1899	July 1, 1905	Virginia.
Clyde D. Moyer.....	720	Aug. 1, 1905	Dec. 1, 1906	District of Columbia.
Charles H. Robinson.....	720	Dec. 17, 1906	Dec. 20, 1906	Do.
<i>Laborers.</i>				
Robt. C. Tracy.....	p. m. 55	Mar. 7, 1906	Mar. 7, 1906	Connecticut.
Thos. J. Sheridan.....	p. m. 55	Dec. 1, 1906	Dec. 1, 1906	Ohio.
James R. Porter.....	p. m. 20	Jan. 1, 1903	Jan. 1, 1903	District of Columbia.
<i>Head charwoman.</i>				
Elizabeth Tansley.....	p. m. 40	Dec. 1, 1900	July 1, 1904	District of Columbia.
<i>Charwomen.</i>				
Bridget Bladen.....	p. m. 20	July 1, 1899	July 1, 1899	District of Columbia.
Fannie Jackson.....	p. m. 20	Mar. 17, 1902	Mar. 17, 1902	Do.
Jennie Payne.....	p. m. 20	Apr. 3, 1902	Apr. 3, 1902	Do.
Della Warner.....	p. m. 20	July 1, 1899	July 1, 1899	Do.
Della Rucker.....	p. m. 20	May 20, 1903	May 20, 1903	Do.
Louise Agnes Jackson.....	p. m. 20	June 4, 1903	June 4, 1903	Do.
Lulu Hooper.....	p. m. 20	Jan. 2, 1904	Jan. 2, 1904	Do.

1 Died Nov. 3, 1906.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

OCTOBER 1, 1906—Continued.

*Special appropriations—Continued.*SPANISH TREATY CLAIMS COMMISSION.¹

[1411 H Street NW.]

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Commissioners.</i>				
William E. Chandler (president of commission).	\$5,000	Mar. 9, 1901	Mar. 9, 1901	New Hampshire.
Gerrit J. Diekema.....	5,000	.....do.....	.....do.....	Michigan.
James P. Wood.....	5,000	.....do.....	.....do.....	Ohio.
William A. Maury.....	5,000	.....do.....	.....do.....	District of Columbia.
William L. Chambers.....	5,000	.....do.....	.....do.....	Alabama.
<i>Clerk.</i>				
William E. Spear.....	3,500	Mar. 27, 1901	Mar. 27, 1901	Massachusetts.
<i>Assistant clerk.</i>				
James J. Fitzgerald.....	2,000	Apr. 8, 1901	July 1, 1902	Massachusetts.
<i>Commissioners to take testimony in Cuba.</i>				
David Meade Massie.....	2,500	July 1, 1902	July 1, 1902	Ohio.
Laurence H. Thompson.....	2,500	Sept. 11, 1902	Mar. 1, 1907	Florida.
Wm. B. Reynolds.....	p. d. 8	Jan. 15, 1904	Jan. 15, 1904	Maryland.
Miller A. Smith.....	p. d. 8	Apr. 6, 1904	Apr. 6, 1904	New York.
George L. Todd.....	p. d. 8	Dec. 1, 1905	Dec. 1, 1905	Massachusetts.
T. Gilbert Porterfield.....	p. d. 8	Feb. 23, 1906	Feb. 23, 1906	Virginia.
Benj. D. Washburn.....	p. d. 8	June 18, 1906	June 18, 1906	New York.
Ann Singleton.....	None.	Apr. 9, 1904	Apr. 9, 1904	Florida.
<i>Interpreters.</i>				
Ann Singleton.....	1,800	May 1, 1903	Oct. 1, 1903	Florida.
John Federico Delgado.....	1,800	Mar. 18, 1904	Mar. 18, 1904	New York.
Andrew L. Fernandez Morrell.....	1,800	Oct. 20, 1906	Oct. 20, 1906	Cuba.
Harry E. Swan.....	1,800	Jan. 12, 1905	Nov. 7, 1906	Virginia.
Cesar A. Casanova.....	1,800	Jan. 1, 1907	Jan. 1, 1907	Pennsylvania.
Manuel Lopez Chavez.....	1,800	Jan. 11, 1907	Jan. 11, 1907	New York.
Herbert R. Jordan.....	1,800	Feb. 15, 1907	.....	Illinois.
Herbert A. De Luna.....	1,800	Feb. 21, 1907	.....	.....
<i>Clerks and stenographers.</i>				
William H. Smith.....	1,400	Dec. 11, 1901	July 11, 1902	Wisconsin.
Lena De Pree.....	1,200	Apr. 9, 1901	Apr. 9, 1901	Michigan.
Lenna M. Smith.....	1,200	Apr. 11, 1901	Apr. 11, 1901	Ohio.
Ruel Smith.....	1,200	May 23, 1901	May 23, 1901	Maine.
Thomas Griffin, jr.....	1,200	Nov. 1, 1901	Nov. 1, 1901	District of Columbia.
Martha Lane.....	1,200	Mar. 1, 1904	Mar. 1, 1904	Iowa.
<i>Assistant messengers and watchmen.</i>				
Joseph J. Harvey.....	p. m. \$60	Feb. 15, 1902	Feb. 15, 1902	District of Columbia.
Charles E. Brown.....	p. m. 60	Mar. 1, 1903	Mar. 1, 1903	Massachusetts.
Frank G. Deutermann.....	p. m. 60	Nov. 1, 1906	Nov. 1, 1906	Virginia.

DEFENSE OF SUITS BEFORE SPANISH TREATY CLAIMS COMMISSION.

<i>Assistant Attorney General.</i>				
William E. Fuller.....	\$5,000.00	Mar. 9, 1901	Mar. 9, 1901	Iowa.
<i>Special counsel.</i>				
Hannis Taylor.....	p. m. 416.66	Mar. 11, 1902	July 21, 1902	Alabama.

¹ Appointments and employment under act of Mar. 2, 1901.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

OCTOBER 1, 1906—Continued.

Special appropriations.

DEFENSE OF SUITS BEFORE SPANISH TREATY CLAIMS COMMISSION—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Assistant attorneys.</i>				
Harry K. Daugherty.....	\$2,800.00	July 1, 1903	July 1, 1904	Pennsylvania.
Charles D. Westcott.....	2,800.00	Feb. 26, 1902	Jan. 1, 1907	Do.
E. G. Mills.....	2,500.00	Oct. 1, 1902	Oct. 1, 1902	Wisconsin.
C. F. Jones.....	p. m. 350.00	Mar. 27, 1901	July 1, 1904	Indiana.
E. S. Huston.....	p. m. 350.00	July 10, 1903	do	Iowa.
Michael O'Neill ¹	p. m. 250.00	Feb. 26, 1902	Nov. 1, 1905	Ohio.
A. R. Thompson.....	p. m. 200.00	do	Feb. 26, 1902	Pennsylvania.
Martin T. Baldwin ²	p. m. 200.00	Nov. 14, 1904	Nov. 14, 1904	Illinois.
Benj. F. James.....	p. m. 200.00	Mar. 30, 1905	Mar. 30, 1905	Ohio.
Samuel H. Spooner.....	p. m. 200.00	June 9, 1899	Oct. 10, 1906	Indiana.
<i>Special agent.</i>				
Maddin Summers.....	2,600.00	Mar. 11, 1902	July 1, 1905	Tennessee.
<i>Special examiner.</i>				
S. F. Stewart ²	p. m. 200.00	Jan. 14, 1904	Jan. 14, 1904	Illinois.
<i>Interpreters.</i>				
A. Y. Casanova.....	1,800.00	Nov. 25, 1904	Nov. 25, 1904	Pennsylvania.
Ricardo Garcia.....	p. m. 100.00	Nov. 1, 1902	Nov. 1, 1902	Cuba.
<i>Financial clerk.</i>				
David C. Chambers.....	2,000.00	Apr. 10, 1901	Dec. 1, 1904	Alabama.
<i>Stenographers.</i>				
Marjorie J. Westcott (Mrs.).....	p. m. 100.00	May 8, 1905	June 28, 1905	New York.
Helen A. Stewart (Miss).....	p. m. 100.00	June 15, 1904	Nov. 1, 1905	Ohio.
<i>Messenger.</i>				
William J. Reed.....	1,000.00	Mar. 1, 1902	Mar. 1, 1903	New Hampshire.
<i>Laborer and copyist.</i>				
John G. Hawes.....	p. m. 75.00	Mar. 1, 1902	Mar. 7, 1904	New York.

¹ Also Special Disbursing Agent.
² Resigned November 20, 1906.

³ Temporary.

TRUSTEES REFORM SCHOOL OF THE DISTRICT OF COLUMBIA.

[Term, three years.]

Name.	Original appointment.	Present appointment.
Crosby S. Noyes (president of board).....	Nov. 2, 1898	Feb. 7, 1905
William M. Shuster (vice president).....	May 7, 1896	May 2, 1905
Samuel W. Curriden (secretary and treasurer).....	Jan. 31, 1899	Feb. 7, 1905
Henry F. Blount.....	May 22, 1899	May 22, 1906
B. H. Warner.....	May 31, 1904	May 31, 1904
Francis H. Duehay.....	Mar. 1, 1906	Mar. 1, 1906
Charles A. Wells.....	July 12, 1906	July 12, 1906
Henry B. F. Macfarland (Commissioner of the District of Columbia, ex officio).		
Hon. William P. Dillingham (consulting trustee on the part of the United States Senate).		
Hon. John J. Jenkins (consulting trustee on the part of the House of Representatives).		

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

OCTOBER 1, 1906—Continued.

Special appropriations.

TRUSTEES REFORM SCHOOL FOR GIRLS OF THE DISTRICT OF COLUMBIA.

[Term, three years.]

Name.	Original appointment.	Present appointment.
Chapin Brown (president of board).....	Aug. 10, 1893	July 8, 1904
J. Wesley Bovee.....	Mar. 31, 1903	Mar. 31, 1906
Maude K. Wetmore.....	do.....	Do.
Robert C. Wilkins.....	Feb. 25, 1904	Feb. 25, 1904
Rufus H. Thayer.....	Dec. 22, 1904	Dec. 22, 1904
Amy McMillan.....	Feb. 24, 1905	Feb. 24, 1905
J. Nota McGill.....	Mar. 31, 1906	Mar. 31, 1906
Chandler Hale.....	do.....	Do.
(Vacant).....		

MARCH 15, 1907.

OFFICE OF THE ATTORNEY GENERAL.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Attorney General.</i>				
Charles J. Bonaparte.....	\$12,000	Dec. 17, 1906	Dec. 17, 1906	Maryland.
<i>Solicitor General.</i>				
Henry M. Hoyt.....	7,500	June 15, 1897	Feb. 25, 1903	Pennsylvania.
<i>Assistant to the Attorney General.</i>				
Milton D. Purdy.....	7,000	Mar. 10, 1903	Dec. 12, 1905	Minnesota.
<i>Assistant Attorneys General.</i>				
Charles W. Russell.....	5,000	Aug. 5, 1886	Dec. 19, 1905	West Virginia.
Josiah A. Van Orsdel.....	5,000	Feb. 1, 1906	Feb. 1, 1906	Wyoming.
Alford W. Cooley.....	5,000	Nov. 7, 1906	Dec. 17, 1906	New York.
Edward T. Sanford.....	5,000	Jan. 17, 1907	Jan. 17, 1907	Tennessee.
George W. Woodruff ¹	5,000	Mar. 22, 1907	Mar. 22, 1907	Pennsylvania.
John G. Thompson ²	5,000	June 2, 1897	June 2, 1897	Illinois.
William Wallace Brown ³	5,000	June 1, 1907	June 1, 1907	Pennsylvania.
<i>Assistant Attorney General, Post Office Department.</i>				
Russell P. Goodwin ⁴	4,500	May 16, 1904	May 16, 1904	Illinois.
<i>Solicitor for the Department of State.</i>				
James B. Scott.....	4,500	Jan. 23, 1906	Jan. 23, 1906	California.
<i>Solicitor of the Treasury.</i>				
Maurice D. O'Connell.....	4,500	June 19, 1897	June 19, 1897	Iowa.
<i>Solicitor of the Department of Commerce and Labor.</i>				
Charles Earl.....	4,500	June 18, 1906	Dec. 18, 1906	Maryland.
<i>Solicitor of Internal Revenue.</i>				
Arthur B. Hayes.....	4,500	Mar. 16, 1903	Mar. 16, 1903	Utah.
<i>General Agent.</i>				
Cecil Clay ⁵	4,000	Dec. 15, 1882	Oct. 7, 1903	West Virginia.

¹ Assigned to Interior Department.² Defense in Indian depredation claims.³ Recess appointment.⁴ Appointed by Postmaster General.⁵ Prosecution of crimes.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

MARCH 15, 1907—Continued.

OFFICE OF THE ATTORNEY GENERAL—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Chief Clerk and superintendent of building.</i>				
Orin J. Field.....	\$3,000	Feb. 1, 1895	Oct. 7, 1903	Kansas.
<i>Private secretary to Attorney General.</i>				
Henry C. Gauss.....	2,500	Dec. 17, 1906	Dec. 17, 1906	Massachusetts.
<i>Appointment clerk.</i>				
Charles B. Sornborger.....	2,000	Dec. 8, 1894	July 1, 1905	Vermont.
<i>Attorney in charge of pardons.</i>				
Peyton Gordon.....	2,750	Sept. 1, 1904	Sept. 1, 1904	Maryland.
<i>Disbursing clerk.</i>				
Alexander C. Calne.....	2,750	Feb. 16, 1898	July 1, 1903	Ohio.
<i>Law clerk and examiner of titles.</i>				
Alexander J. Bentley.....	2,700	June 10, 1867	June 10, 1867	Ohio.
<i>Assistant attorney in charge of dockets.</i>				
Sinclair B. Shelbley.....	2,500	Dec. 26, 1882	July 1, 1899	Georgia.
<i>Assistant attorneys.</i>				
Felix Brannigan ¹	3,000	July 1, 1885	May 16, 1899	New York.
William W. Scott.....	3,000	July 24, 1897	May 16, 1906	West Virginia.
Glenn E. Husted.....	2,750	Sept. 29, 1899	July 1, 1906	Michigan.
Frederick De C. Faust.....	2,500	May 4, 1904	May 16, 1906	District of Columbia.
Malcolm A. Coles.....	2,500	July 1, 1904	May 16, 1906	Virginia.
William H. Lamar.....	2,500	May 16, 1906	Oct. 16, 1906	Maryland.
Geo. E. Boren.....	2,500	Nov. 21, 1904	Mar. 15, 1907	Tennessee.
John S. Mosby.....	2,400	May 23, 1904	July 1, 1906	Virginia.
Stanhope Henry.....	2,000	Dec. 1, 1905	Dec. 1, 1905	Do.
Henry A. Vieth.....	2,000	Feb. 25, 1902	July 1, 1906	Wisconsin.
<i>Law clerks.</i>				
James A. Finch.....	2,000	Mar. 12, 1890	June 16, 1902	New York.
Wm. S. Gregg ¹	2,000	Apr. 1, 1902	July 1, 1906	Pennsylvania.
Anne H. Shortridge (Miss).....	2,000	June 20, 1893	July 1, 1907	New York.
<i>Law clerk, class 4.</i>				
Alex. H. Semmes.....	1,800	Feb. 26, 1902	July 1, 1906	District of Columbia.
<i>Fourth-class clerks.</i>				
Joseph P. Rudy.....	1,800	Mar. 1, 1889	Jan. 1, 1897	Pennsylvania.
Nathan Plummer.....	1,800	Apr. 28, 1883	July 1, 1900	Maryland.
George F. Mikkelson.....	1,800	July 23, 1903	Feb. 18, 1904	Kansas.
Clarkson R. Sherwood.....	1,800	Aug. 15, 1896	July 1, 1906	Rhode Island.
Harry S. Ridgely.....	1,800	July 1, 1904	July 1, 1907	District of Columbia.
<i>Librarian.</i>				
George Kearney.....	1,600	Nov. 16, 1905	July 1, 1907	Virginia.
<i>Confidential clerks.</i>				
Ashton F. Embry.....	1,600	Jan. 10, 1905	Dec. 21, 1905	Kentucky.
John R. Gaskins.....	1,600	Aug. 18, 1902	July 23, 1906	Virginia.
<i>Clerk to the Attorney General.</i>				
Frank M. Roosa.....	1,600	Mar. 22, 1907	Mar. 22, 1907	New York.

¹ Died June 10, 1907.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

MARCH 15, 1907—Continued.

OFFICE OF THE ATTORNEY GENERAL—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Stenographer to Solicitor General.</i>				
Elvira D. O'Connor (Mrs.).....	\$1,600	Feb. 25, 1902	July 1, 1907	New York.
<i>Third-class clerks.</i>				
Albert K. Brodie.....	1,600	June 26, 1876	Dec. 20, 1883	North Carolina.
Beauregard J. Landry.....	1,600	Aug. 24, 1888	July 17, 1897	Louisiana.
Thomas H. Wright.....	1,600	Nov. 9, 1870	Mar. 4, 1898	District of Columbia.
Juliet McMaster (Miss).....	1,600	Sept. 25, 1883	July 1, 1905	New York.
Elisabeth Wright (Miss).....	1,600	Dec. 24, 1885	July 1, 1905	Mississippi.
Henry L. Gilbert.....	1,600	Aug. 31, 1903	July 23, 1906	Michigan.
Carrie E. Smith (Miss).....	1,600	Dec. 10, 1885	July 1, 1906	Virginia.
William R. Loney.....	1,600	Mar. 31, 1898	July 1, 1906	Maryland.
James H. Mackey.....	1,600	Mar. 21, 1901	July 23, 1906	Colorado.
<i>Second-class clerks.</i>				
M. Estelle Herron (Miss).....	1,400	Mar. 16, 1898	July 1, 1906	Maryland.
Jerome D. Kiefer.....	1,400	July 16, 1903	July 23, 1906	New York.
John R. Hinton.....	1,400	Oct. 27, 1903	July 23, 1906	Massachusetts.
Nettie C. Jennings (Miss).....	1,400	July 3, 1897	July 1, 1907	Wisconsin.
<i>First-class clerks.</i>				
Mary Thomas (Miss).....	1,200	July 1, 1882	July 1, 1906	Louisiana.
J. Arthur Russell.....	1,200	Oct. 26, 1903	July 1, 1906	Michigan.
George Kearney.....	1,200	Nov. 16, 1905	July 1, 1906	Virginia.
Austin Harveycutter.....	1,200	July 5, 1904	July 23, 1906	District of Columbia.
Morrissey S. Koonce.....	1,200	Mar. 2, 1905	Aug. 22, 1906	Alabama.
Elizabeth S. Poole.....	1,200	Aug. 4, 1903	Jan. 1, 1907	Illinois.
Joseph Fishman.....	1,200	Mar. 29, 1905	Jan. 1, 1907	Maryland.
<i>Telegrapher and stenographer.</i>				
John M. Chapman.....	1,200	July 14, 1905	July 1, 1906	North Carolina.
<i>Clerks.</i>				
Alex. Bruce Bielaski.....	1,000	July 11, 1905	Jan. 1, 1907	Maryland.
Charles E. Goodno.....	900	July 1, 1881	July 1, 1906	Iowa.
W. Clarence Houghtelin.....	900	Sept. 11, 1903	July 16, 1906	Kansas.
Charles Jenkins.....	900	Aug. 4, 1906	Aug. 4, 1906	Kentucky.
Ralph I. Egan.....	900	Aug. 13, 1906	Aug. 13, 1906	Massachusetts.
Harold J. Wagner.....	900	Aug. 30, 1906	Aug. 30, 1906	New York.
Charles A. Lethert.....	900	Sept. 6, 1906	Sept. 6, 1906	Minnesota.
Earl Zimmerman.....	900	Oct. 4, 1906	Oct. 4, 1906	New Jersey.
Julia B. Hill.....	900	Jan. 19, 1907	Jan. 19, 1907	Mississippi.
Hugh A. Fisher.....	900	Feb. 11, 1907	Feb. 11, 1907	Maryland.
William W. Lemmond.....	900	Feb. 26, 1906	Feb. 26, 1906	North Carolina.
Robert E. Crowley ²	900	Mar. 7, 1907	Mar. 7, 1907	Massachusetts.
<i>Engineer.</i>				
Edward Walker.....	1,200	Nov. 14, 1901	Nov. 14, 1901	Rhode Island.
<i>Assistant engineer.</i>				
David B. Glasco.....	900	Oct. 27, 1886	July 1, 1905	District of Columbia.
<i>Chief messenger.</i>				
James J. Haney.....	1,000	May 21, 1876	July 1, 1902	District of Columbia.
<i>Messengers.</i>				
John J. Cherry.....	840	Nov. 10, 1882	July 1, 1903	District of Columbia.
H. Clay Hawkins ³	840	Feb. 8, 1907	July 1, 1906	West Virginia.
Addison Bailey.....	840	Aug. 13, 1890	May 20, 1907	Virginia.

¹ Out June 15, 1907.² Detailed to office Solicitor, Department of Commerce and Labor, Mar. 7, 1907, for not over 120 days.³ Dropped from rolls May 20, 1907, effective Apr. 15, 1907. On leave without pay, commencing Apr. 15, 1907.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

MARCH 15, 1907—Continued.

OFFICE OF THE ATTORNEY GENERAL—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Assistant messengers.</i>				
Michael T. Ahern.....	\$720	Nov. 1, 1886	Nov. 1, 1886	District of Columbia.
Tobias Norton.....	720	Dec. 11, 1881	Jan. 1, 1897	Do.
James M. Marks.....	720	Mar. 31, 1886	Do. do.	Virginia.
Roy E. Leatherman.....	720	Oct. 14, 1904	Dec. 7, 1905	Indian Territory.
Leo P. Watson.....	720	Sept. 20, 1905	Nov. 8, 1906	Missouri.
Franklin C. Herndon.....	720	Nov. 7, 1905	July 1, 1907	Alabama.
<i>Watchmen.</i>				
Charles F. Smith.....	720	Aug. 1, 1888	May 11, 1892	District of Columbia.
Clark Arnold.....	720	July 7, 1899	Mar. 15, 1904	Texas.
Frank A. Howell.....	720	Sept. 9, 1899	Aug. 1, 1904	Virginia.
<i>Elevator conductors.</i>				
James H. Holmes.....	720	Dec. 1, 1888	May 1, 1898	Pennsylvania.
Eugene H. McMichael ¹	720	Sept. 15, 1896	Sept. 4, 1901	Mississippi.
James Acton.....	720	Dec. 18, 1883	July 1, 1907	District of Columbia.
<i>Firemen.</i>				
George H. Brown.....	720	Jan. 2, 1886	Jan. 2, 1886	Maryland.
Harry Walsh.....	720	Mar. 17, 1902	July 1, 1905	District of Columbia.
Moses A. Campbell.....	720	Mar. 17, 1905	July 1, 1907	Do.
<i>Laborers.</i>				
Wilbur P. Lindsey.....	600	Nov. 14, 1906	Nov. 14, 1906	District of Columbia.
William A. Berkeley.....	600	Dec. 1, 1906	Dec. 1, 1906	New York.
<i>Charwomen.</i>				
Margaret Lane (Mrs.).....	240	June 30, 1883	June 30, 1883	District of Columbia.
Amelia Colbert (Mrs.).....	240	Do. do.	Do. do.	Do.
Nannie B. Graves (Mrs.).....	240	Jan. 11, 1894	Jan. 11, 1894	Do.
Annie Brodie (Mrs.) ²	240	Oct. 24, 1898	Oct. 24, 1898	Do.
Mary Sullivan (Miss).....	240	May 10, 1901	May 10, 1901	Do.
Blanche Acton (Miss).....	240	Oct. 27, 1903	Mar. 9, 1904	Do.
Jane Wade (Mrs.).....	240	Jan. 4, 1905	Jan. 4, 1905	Do.
Ada Armstrong (Mrs.) ²	240	Feb. 18, 1907	Feb. 18, 1907	Maryland.
Amelia Eller (Mrs.).....	240	Mar. 16, 1907	May 18, 1907	District of Columbia
Nora Marie Barr (Mrs.).....	240	May 22, 1907	May 22, 1907	Do.

DIVISION OF ACCOUNTS.

<i>Chief of division.</i>				
John J. Glover.....	\$2,500	Oct. 2, 1894	July 1, 1900	Ohio.
<i>Chief bookkeeper and record clerk.</i>				
Edward M. Kennard.....	2,000	Apr. 4, 1893	July 1, 1906	Maryland.
<i>Fourth-class clerks.</i>				
Leonard Sargeant.....	1,800	Oct. 2, 1894	July 1, 1897	Missouri.
Peter J. Moehan.....	1,800	Jan. 31, 1895	Feb. 24, 1898	Pennsylvania.
Harry C. Heckman.....	1,800	Oct. 24, 1894	July 1, 1903	Do.
<i>Third-class clerks.</i>				
Elizabeth T. Wood (Mrs.).....	1,600	Jan. 31, 1895	July 1, 1897	New York.
Edward G. Randall.....	1,600	Feb. 25, 1895	July 1, 1903	Pennsylvania.
Joseph R. Mickie.....	1,600	Mar. 14, 1895	Do. do.	Do.
Thomas C. Taylor.....	1,600	Oct. 19, 1894	Apr. 1, 1904	Ohio.
John W. Gardner.....	1,600	Mar. 28, 1898	July 23, 1906	New York.
<i>Second-class clerks.</i>				
Charles I. Simms.....	1,400	Sept. 18, 1896	June 16, 1902	Georgia.
Joseph F. Bixler.....	1,400	July 1, 1896	July 1, 1903	Pennsylvania.
Caroline Sutherland (Miss).....	1,400	Oct. 16, 1896	Do. do.	Massachusetts.

¹ Restored June 19, 1907.² Transferred May 17, 1907.³ Temporary; vice Nannie B. Graves, absent on account of sickness.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

MARCH 15, 1907—Continued.

DIVISION OF ACCOUNTS—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Second-class clerks—Continued.</i>				
Samuel G. Moyer.....	\$1,400	Oct. 16, 1899	July 1, 1903	Maryland.
Charles L. Ebaugh.....	1,400	July 13, 1898	July 1, 1904	Missouri.
William A. Dyer.....	1,400	Mar. 15, 1900	July 23, 1906	New Jersey.
Paca Oberlin.....	1,400	July 19, 1902	.....do.....	Virginia.
<i>First-class clerks.</i>				
Fodie B. Kenyon (Mrs.).....	1,200	May 8, 1899	Sept. 4, 1901	North Carolina.
Charles T. Johnson, Jr.....	1,200	July 1, 1903	May 11, 1904	New York. ¹
Vinton A. Holbrook.....	1,200	July 14, 1902	June 1, 1905	South Dakota.
Ernest C. Rankin.....	1,200	Apr. 8, 1905	July 23, 1906	North Carolina.
Wm. W. Bon Durant.....	1,200	Nov. 25, 1906	.....do.....	Iowa.
Herbert J. McClure.....	1,200	Aug. 6, 1906	Nov. 1, 1906	New York.
Harry L. Collins.....	1,200	Aug. 13, 1906	May 18, 1907	Massachusetts.
<i>Clerks.</i>				
John J. Byrne.....	900	Nov. 13, 1906	Nov. 13, 1906	Do.
Roger Shale.....	900	May 22, 1907	May 22, 1907	Missouri.
<i>Packer.</i>				
Paul Bollean.....	840	Mar. 10, 1883	July 1, 1903	Louisiana.

OFFICE OF THE SOLICITOR OF THE TREASURY.

<i>Solicitor.</i>				
Maurice D. O'Connell.....	\$4,500	June 19, 1897	June 19, 1897	Iowa.
<i>Assistant solicitor.</i>				
Felix A. Reeve.....	3,000	Aug. 5, 1897	Aug. 5, 1897	Tennessee.
<i>Chief clerk.</i>				
Charles E. Vrooman.....	2,000	Aug. 26, 1890	Aug. 26, 1890	Iowa.
<i>Law clerks.</i>				
Chapman W. Maupin.....	2,000	June 10, 1899	July 1, 1901	District of Columbia.
Robert J. Mawhinney.....	2,000	Dec. 28, 1893	July 1, 1906	Pennsylvania.
<i>Docket clerks.</i>				
Waldemar E. Bendz.....	2,000	Dec. 30, 1871	July 1, 1903	New York.
Charles S. Johnson.....	2,000	Dec. 1, 1890	Jan. 1, 1907	Do.
<i>Fourth-class clerks.</i>				
Robert E. Tyner.....	1,800	Oct. 8, 1890	July 1, 1903	Illinois.
Harvey B. Cox.....	1,800	Dec. 23, 1903	Jan. 1, 1907	Iowa.
<i>Third-class clerks.</i>				
John A. Ellinger.....	1,600	Jan. 1, 1870	Dec. 1, 1880	Maryland.
Daniel S. Foster.....	1,600	Feb. 2, 1895	Mar. 5, 1904	Pennsylvania.
<i>Second-class clerks.</i>				
James S. Maddux.....	1,400	Jan. 29, 1896	Mar. 22, 1901	New Jersey.
Mahlon D. Kiefer.....	1,400	Dec. 9, 1904	Jan. 1, 1907	Pennsylvania.
<i>Assistant messenger.</i>				
John J. O'Shea.....	720	Apr. 24, 1894	Jan. 14, 1898	Tennessee.
<i>Laborer.</i>				
Wm. C. Evans.....	600	June 1, 1898	June 1, 1898	Alabama.

¹ Residence May 15, 1907.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

MARCH 15, 1907—Continued.

OFFICE OF THE SOLICITOR OF THE DEPARTMENT OF COMMERCE AND LABOR.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Solicitor.</i>				
Charles Earl.....	\$4,500	June 18, 1906	Dec. 18, 1906	Maryland.
<i>Chief clerk and law clerk.</i>				
Harrison Nesbit.....	2,250	July 1, 1906	July 1, 1906	Missouri.
<i>Fourth-class clerks.</i>				
Edward T. Quigley.....	1,800	Nov. 22, 1905	July 1, 1906	New York.
Arthur L. Davis.....	1,800	July 1, 1906	.....do.....	Illinois.
<i>Third-class clerks.</i>				
Edward R. Magle.....	1,600	Sept. 20, 1894	July 1, 1906	Indiana.
Morton Booth.....	1,600	July 1, 1906	.....do.....	Do.
<i>Second-class clerks.</i>				
Herbert B. Collins.....	1,400	May 4, 1904	July 1, 1906	Georgia.
Wilson S. Wiley ¹	1,400	July 1, 1906	.....do.....	Arkansas.
Joseph G. Hedrick.....	1,400	Apr. 16, 1906	July 1, 1907	Kansas.
Franklin G. Wixson.....	1,400	July 1, 1906	.....do.....	Wisconsin.
<i>First-class clerks.</i>				
Donald S. Edmonds.....	1,200	July 1, 1906	July 1, 1906	District of Columbia.
Grace Murphy.....	1,200	Feb. 16, 1906	Feb. 12, 1907	Minnesota.
<i>Messenger.</i>				
Buchanan W. Faire.....	840	July 1, 1904	July 1, 1904	South Carolina.

¹ Resigned June 18, 1907.*Special appropriations.*

ENFORCEMENT OF ANTITRUST LAWS.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Special assistant to the Attorney General.</i>				
Oliver E. Pagan.....	¹ \$5,000	Oct. 21, 1903	Oct. 1, 1904	Illinois.
<i>Special agent.</i>				
Victor N. Roadstrum.....	5,000	Feb. 4, 1905	Nov. 16, 1906	Illinois.
<i>Assistant attorney.</i>				
J. Harwood Graves.....	2,500	May 26, 1903	July 1, 1905	Virginia.

DEFENDING SUITS IN CLAIMS AGAINST THE UNITED STATES.

(Including defense in French spoliation claims.)

<i>Assistant attorney.</i>				
John W. Trainer.....	\$3,500.00	Nov. 3, 1897	Mar. 1, 1905	Ohio.
<i>Special attorneys.</i>				
John Q. Thompson.....	3,500.00	July 24, 1901	July 1, 1906	Kansas.
Philip M. Ashford.....	3,000.00	Aug. 1, 1899	July 1, 1905	Ohio.
Chas. F. Kincheoe.....	3,000.00	Sept. 1, 1897	May 16, 1906	Illinois.
Geo. M. Anderson.....	3,000.00	Jan. 1, 1901	.....do.....	Maryland.
Anthony C. Campbell.....	3,000.00	May 16, 1906	.....do.....	New Mexico.
Franklin W. Collins.....	p. m. 250.00	Nov. 1, 1897	Nov. 1, 1897	Nebraska.

¹ Advanced on account.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

MARCH 15, 1907—Continued.

Special appropriations—Continued.

DEFENDING SUITS IN CLAIMS AGAINST THE UNITED STATES—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Special attorney (in the field).</i>				
John L. Chisolm.....	p. d. \$10.00	Mar. 16, 1907	Mar. 16, 1907	Alabama.
<i>Law clerk.</i>				
Percy M. Cox.....	1,800.00	Mar. 13, 1897	July 1, 1906	Maryland.
<i>Stenographers.</i>				
Leona E. Kidwell (Mrs.).....	1,600.00	Oct. 5, 1898	Mar. 1, 1906	Virginia.
William M. Birchard.....	1,400.00	Nov. 1, 1898	July 1, 1906	Ohio.
Jessie Dale Pearce (Mrs.).....	1,100.00	Apr. 18, 1907	Apr. 18, 1907	North Dakota.
Reuben J. Panabaker ¹	p. m. 91.66	Nov. 17, 1900	Apr. 16, 1906	Wisconsin.
John R. Wright.....	p. m. 75.00	Dec. 1, 1899	June 4, 1904	District of Columbia.
T. Ransel Henault.....	p. m. 75.00	Apr. 1, 1904	Nov. 16, 1904	Do.
Colley Bell.....	p. m. 75.00	Apr. 16, 1905	July 1, 1906	Maryland.
Harry H. Buck.....	p. m. 75.00	July 16, 1906	July 16, 1906	District of Columbia.
Wade H. Skinner.....	p. m. 65.00	Dec. 7, 1905	.....do.....	West Virginia.
Arthur Bollinger.....	p. m. 65.00	Oct. 30, 1903	Nov. 1, 1906	District of Columbia.
<i>Copyists.</i>				
Sara K. Gorman (Mrs.).....	p. m. 75.00	June 1, 1904	Aug. 1, 1905	Oregon.
Frances K. Breedin (Miss).....	p. m. 60.00	July 1, 1903	July 1, 1906	District of Columbia.
Julia D. Rianhard ²	p. m. 50.00	Nov. 2, 1906	Mar. 1, 1907	Pennsylvania.
<i>Assistant messengers.</i>				
David T. Bounds.....	p. m. 60.00	June 9, 1899	Mar. 8, 1905	District of Columbia.
Robert Lee Gray.....	p. m. 60.00	Apr. 1, 1906	Apr. 1, 1906	Maryland.

PROSECUTION OF CRIMES.

[Including violations of Intercourse acts.]

<i>General agent.</i>				
Cecil Clay.....	\$4,000.00	Dec. 15, 1882	Oct. 7, 1903	West Virginia.
<i>Assistant general agent.</i>				
Robert V. La Dow.....	3,000.00	Feb. 11, 1881	Jan. 25, 1907	New York.
<i>Special examiner.</i>				
Stanley W. Finch.....	2,750.00	Aug. 24, 1893	July 23, 1906	New York.
<i>Examiners.</i>				
William H. Ramsey.....	2,500.00	Feb. 1, 1896	Apr. 1, 1904	Ohio.
John D. Harris.....	2,500.00	July 1, 1903	Nov. 4, 1905	Nebraska.
Mahlon C. Masterson.....	2,250.00	July 8, 1897	Feb. 1, 1907	California.
Alvin M. McNish.....	2,250.00	Oct. 29, 1894	.....do.....	Georgia.
Charles S. Easterling.....	2,250.00	July 6, 1896	.....do.....	Kansas.
B. Frank Cash.....	2,250.00	June 27, 1905	.....do.....	Michigan.
Plato Mountjoy.....	2,000.00	Apr. 18, 1896	Aug. 1, 1906	Missouri.
Charles W. Pavey.....	2,000.00	Nov. 6, 1897	.....do.....	Illinois.
Louis G. Ochsenreiter.....	2,000.00	July 1, 1902	.....do.....	South Dakota.
Charles F. De Woody.....	1,800.00	May 1, 1902	July 23, 1906	Ohio.
Clifford H. McGlasson.....	1,800.00	Mar. 24, 1904	.....do.....	Do.
<i>Special agents.</i>				
J. Ellen Foster (Mrs.) ³	2,000.00	Oct. 11, 1906	Oct. 11, 1906	District of Columbia.
Franke Burke.....	p. d. 6.00	Feb. 18, 1907	Feb. 18, 1907	Do.
Raymond E. Horn.....	p. m. 75.00	July 10, 1906	Feb. 1, 1907	Do.
<i>Special agent for violation of intercourse acts.</i>				
Robert J. W. Brewster.....	2,500.00	Apr. 29, 1897	Apr. 29, 1897	Pennsylvania.

¹ Resigned Mar. 21, 1907.² For three months from Mar. 1, 1907.³ Appointment to terminate June 30, 1907.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

MARCH 15, 1907—Continued.

Special appropriations—Continued.

DEFENSE IN INDIAN DEPREDAATION CLAIMS.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Assistant Attorney General.</i>				
John G. Thompson.....	\$5,000.00	June 2, 1897	June 2, 1897	Illinois.
<i>Assistant attorney.</i>				
Lincoln B. Smith.....	3,000.00	Apr. 1, 1892	Dec. 1, 1906	Wisconsin.
<i>Special attorneys (in the field).</i>				
Ellsworth Ingalls.....	p. d. 8.00	Nov. 15, 1897	Nov. 15, 1897	Kansas.
John Stansbury.....	p. d. 8.00	June 9, 1899	June 9, 1899	Illinois.
John A. Hendricks.....	p. d. 1 8.00	Jan. 22, 1901	Nov. 1, 1906	North Carolina.
<i>Clerks.</i>				
John F. Downing.....	2,250.00	June 1, 1901	Mar. 1, 1902	Illinois.
George T. Stormont.....	1,400.00	Sept. 28, 1900	Mar. 28, 1906	Michigan.
<i>Assistant messengers.</i>				
Roahier Stokes.....	p. m. 60.00	Mar. 22, 1898	July 1, 1901	Indiana.
Robert D. Acton.....	p. m. 60.00	Aug. 20, 1904	Aug. 20, 1904	Illinois.

SPECIAL ASSISTANT ATTORNEYS.

<i>Special assistants to Attorney General.</i>				
Marsden C. Burch.....	\$5,000.00	July 16, 1897	July 1, 1906	Michigan.
Wm. J. Hughes.....	3,250.00	May 1, 1885	Nov. 17, 1906	Pennsylvania.
Robert A. Howard.....	3,000.00	Apr. 30, 1896	Dec. 16, 1904	Arkansas.
William R. Harr.....	2,750.00	June 1, 1902	Nov. 16, 1906	District of Columbia.
David D. Caldwell.....	2,500.00	May 15, 1894	Jan. 12, 1906	Illinois.
Henry C. Lewis.....	2,500.00	Feb. 1, 1900	July 1, 1906	Georgia.
Otis J. Carlton.....	2,500.00	Oct. 1, 1904	Dec. 1, 1906	Massachusetts.
John A. Kratz, jr.....	2,500.00	Jan. 8, 1901	Dec. 15, 1906	Pennsylvania.
Reeves T. Strickland.....	2,300.00	Feb. 1, 1885	Jan. 16, 1907	New York.
<i>Special assistant to Attorney General in Pacific R. R. cases.</i>				
F. E. Hutchins.....	3,000.00	June 1, 1898	Jan. 1, 1906	Ohio.

CARE OF RENTED BUILDINGS.

<i>Telephone operator.</i>				
Jennie A. Boyle (Miss).....	\$1,000.00	Aug. 15, 1900	July 1, 1906	District of Columbia.
<i>Messenger.</i>				
William M. Davidson.....	840.00	July 1, 1885	Aug. 1, 1904	District of Columbia.
<i>Watchmen.</i>				
Maurice H. Ferguson.....	840.00	July 1, 1903	Nov. 8, 1906	New Jersey.
Fredk. O. Aukam.....	720.00	Mar. 26, 1904	Aug. 1, 1904	Maryland.
<i>Assistant messengers.</i>				
Eugene B. Pratt.....	720.00	Nov. 23, 1903	Aug. 1, 1904	Pennsylvania.
Richard W. Powell.....	720.00	June 1, 1899	July 1, 1906	Virginia.
Clyde D. Moyer.....	720.00	Aug. 1, 1905	Dec. 1, 1906	District of Columbia.
Charles H. Robinson.....	720.00	Dec. 17, 1906	Dec. 20, 1906	Do.

¹ Compensation at the rate of \$10 per day when on duty in Washington, D. C.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

MARCH 15, 1907—Continued.

Special appropriations—Continued.

CARE OF RENTED BUILDINGS—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Laborers.</i>				
Thomas J. Sheridan.....	p. m. \$55.00	Dec. 1, 1906	Dec. 1, 1906	Ohio.
John E. Glancy.....				
James R. Porter.....	p. m. 20.00	Jan. 1, 1903	Jan. 1, 1903	District of Columbia.
<i>Head charwomen.</i>				
Elizabeth Tansley.....	p. m. 40.00	Dec. 1, 1900	July 1, 1904	District of Columbia.
<i>Charwomen.</i>				
Bridget Bladen.....	p. m. 20.00	July 1, 1899	July 1, 1899	District of Columbia.
Fannie Jackson ¹	p. m. 20.00	Mar. 17, 1902	Mar. 17, 1902	Do.
Jennie Payne.....	p. m. 20.00	Apr. 3, 1902	Apr. 3, 1902	Do.
Della Warner.....	p. m. 20.00	July 1, 1899	July 1, 1899	Do.
Della Rucker.....	p. m. 20.00	May 20, 1903	May 20, 1903	Do.
Louise Agnes Jackson.....	p. m. 20.00	June 4, 1903	June 4, 1903	Do.
Lulu Hooper.....	p. m. 20.00	Jan. 2, 1904	Jan. 2, 1904	Do.
Mary F. Jackson.....	p. m. 20.00	² Apr. 22, 1907		Do.

SPANISH TREATY CLAIMS COMMISSION.³

[1415 H Street NW.]

<i>Commissioners.</i>				
William E. Chandler (president of commission).....	\$5,000.00	Mar. 9, 1901	Mar. 9, 1901	New Hampshire.
James P. Wood.....	5,000.00	do	do	Ohio.
William A. Maury.....	5,000.00	do	do	District of Columbia.
William L. Chambers.....	5,000.00	do	do	Alabama.
Lawrence Y. Sherman ⁴	5,000.00	May 17, 1907	May 17, 1907	Illinois.
Harry R. Daugherty.....	5,000.00	July 1, 1903	May 23, 1907	Pennsylvania.
<i>Clerk.</i>				
William E. Spear.....	3,500.00	Mar. 27, 1901	Mar. 27, 1901	Massachusetts.
<i>Assistant clerk.</i>				
James J. Fitzgerald.....	2,000.00	Apr. 8, 1901	July 1, 1902	Massachusetts.
<i>Commissioners to take testimony in Cuba.</i>				
David Meade Masie.....	2,500.00	July 1, 1902	July 1, 1902	Ohio. ⁵
Laurence H. Thompson.....	2,500.00	Sept. 11, 1902	Mar. 1, 1907	Florida.
Wm. B. Reynolds.....	p. d. 8.00	Jan. 15, 1904	Jan. 15, 1904	Maryland.
Miller A. Smith.....	p. d. 8.00	Apr. 6, 1904	Apr. 6, 1904	New York.
George L. Todd.....	p. d. 8.00	Dec. 1, 1905	Dec. 1, 1905	Massachusetts.
T. Gilbert Porterfield.....	p. d. 8.00	Feb. 23, 1906	Feb. 23, 1906	Virginia.
Benj. D. Washburn.....	p. d. 8.00	June 18, 1906	June 18, 1906	New York.
Ann Singleton.....	None.	Apr. 9, 1904	Apr. 9, 1904	Florida.
<i>Interpreters.</i>				
Ann Singleton ⁶	1,800.00	May 1, 1903	Oct. 1, 1903	Florida.
John Federico Delgado.....	1,800.00	Mar. 18, 1904	Mar. 18, 1904	New York.
Andrew L. Fernandez Morrell.....	1,800.00	Oct. 20, 1906	Oct. 20, 1906	Cuba.
Harry E. Swan.....	1,800.00	Jan. 12, 1906	Nov. 7, 1906	Virginia.
Cesar A. Casanova ⁷	1,800.00	Jan. 1, 1907	Jan. 1, 1907	Pennsylvania.
Manuel Lopez Chavez ⁷	1,800.00	Jan. 11, 1907	Jan. 11, 1907	New York.
Herbert R. Jordan.....	1,800.00	Feb. 15, 1907	Feb. 15, 1907	Illinois.
Herbert A. De Lima ⁷	1,800.00	Feb. 21, 1907	Feb. 21, 1907	New York.

¹ Granted 60 days' leave without pay, commencing Apr. 20, 1907; June 10, 1907, leave without pay extended for 30 days, commencing June 16, 1907.² Temporary appointment.³ Appointments and employment under act of Mar. 2, 1901.⁴ Declined.⁵ Granted leave without pay for month of June, 1907 (June 7, 1907).⁶ Resigned, June 5, 1907.⁷ Resigned, Mar. 31, 1907.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

MARCH 15, 1907—Continued.

Special appropriations—Continued.

SPANISH TREATY CLAIMS COMMISSION—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Clerks and stenographers.</i>				
William H. Smith.....	\$1,400.00	Dec. 11, 1901	July 11, 1902	Wisconsin.
Lena De Pree.....	1,200.00	Apr. 9, 1901	Apr. 9, 1901	Michigan.
Lenna M. Smith.....	1,200.00	Apr. 11, 1901	Apr. 11, 1901	Ohio.
Ruel Smith.....	1,200.00	May 23, 1901	May 23, 1901	Maine.
Thomas Griffin, jr.....	1,200.00	Nov. 1, 1901	Nov. 1, 1901	District of Columbia.
Martha Lane.....	1,200.00	Mar. 1, 1904	Mar. 1, 1904	Iowa.
<i>Assistant messengers and watchmen.</i>				
Joseph J. Harvey.....	p. m. 60.00	Feb. 15, 1902	Feb. 15, 1902	District of Columbia.
Charles E. Brown.....	p. m. 60.00	Mar. 1, 1903	Mar. 1, 1903	Massachusetts.
Frank G. Deutermann.....	p. m. 60.00	Nov. 1, 1906	Nov. 1, 1906	Virginia.

DEFENSE OF SUITS BEFORE SPANISH TREATY CLAIMS COMMISSION.

<i>Assistant Attorney General.</i>				
Wm. Wallace Brown.....	\$5,000.00	June 1, 1907	June 1, 1907	Pennsylvania.
<i>Special counsel.</i>				
Hannis Taylor.....	p. m. 416.66	Mar. 11, 1902	July 21, 1902	Alabama.
<i>Assistant attorneys.</i>				
Harry K. Daugherty.....	2,800.00	July 1, 1903	July 1, 1904	Pennsylvania.
Charles D. Westcott.....	2,800.00	Feb. 28, 1902	Jan. 1, 1907	Do.
E. G. Mills.....	2,800.00	Oct. 1, 1902	July 1, 1907	Wisconsin.
C. F. Jones.....	p. m. 350.00	Mar. 27, 1901	July 1, 1904	Indiana.
E. S. Huston.....	p. m. 350.00	July 10, 1903	do.....	Iowa.
Michael O'Neill.....	3,100.00	Feb. 28, 1902	July 1, 1907	Ohio.
A. R. Thompson.....	2,800.00	do.....	do.....	Pennsylvania.
Benj. F. James.....	p. m. 200.00	Mar. 30, 1905	Mar. 30, 1905	Ohio.
Samuel H. Spooner.....	2,800.00	June 9, 1899	July 1, 1907	Indiana.
<i>Special agent.</i>				
Maddin Summers.....	2,600.00	Mar. 11, 1902	July 1, 1905	Tennessee.
<i>Special examiner.</i>				
S. F. Stewart.....	p. m. 200.00	Jan. 14, 1904	Jan. 14, 1904	Illinois.
<i>Interpreters.</i>				
A. Y. Casanova.....	1,800.00	Nov. 25, 1904	Nov. 25, 1904	Pennsylvania.
Ricardo Garcia.....	p. m. 100.00	Nov. 1, 1902	Nov. 1, 1902	Cuba.
<i>Financial clerk.</i>				
David C. Chambers.....	2,000.00	Apr. 10, 1901	Dec. 1, 1904	Alabama.
<i>Stenographers.</i>				
Marjorie J. Westcott (Mrs.).....	p. m. 100.00	May 8, 1905	June 28, 1905	New York.
Heien A. Stewart (Miss).....	p. m. 100.00	June 15, 1904	Nov. 1, 1905	Ohio.
<i>Messenger.</i>				
William J. Reed.....	1,000.00	Mar. 1, 1902	Mar. 1, 1903	New Hampshire.
<i>Clerk.</i>				
John G. Hawes.....	1,000.00	Mar. 1, 1902	July 1, 1907	New York.

¹ Resigned May 31, 1907.

² Resigned June 30, 1907.

³ Resigned June 5, 1907.

⁴ Also special disbursing agent.

⁵ Resigned Apr. 15, 1907.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

MARCH 15, 1907—Continued.

Special appropriations—Continued.

TRUSTEES REFORM SCHOOL OF THE DISTRICT OF COLUMBIA.

[Term, three years.]

Name.	Original appointment.	Present appointment.
Crosby S. Noyes (president of board).....	Nov. 2, 1898	Feb. 7, 1905
William M. Shuster (vice president).....	May 7, 1896	May 2, 1905
Samuel W. Curriden (secretary and treasurer).....	Jan. 31, 1899	Feb. 7, 1905
Henry F. Blount.....	May 22, 1899	May 22, 1905
B. H. Warner.....	May 31, 1904	June 1, 1907
Francis H. Duchay.....	Mar. 1, 1906	Mar. 1, 1906
Charles A. Wells.....	July 12, 1906	July 12, 1906
Henry B. F. Macfarland (Commissioner of the District of Columbia, ex officio).....	.....	.....
Hon. William P. Dillingham (consulting trustee on the part of the United States Senate).....	.....	.....
Hon. John J. Jenkins (consulting trustee on the part of the House of Representatives).....	.....	.....

TRUSTEES REFORM SCHOOL FOR GIRLS OF THE DISTRICT OF COLUMBIA.

[Term, three years.]

J. Nota McGill (president of board).....	Mar. 31, 1906	Mar. 31, 1906
Chapin Brown.....	Aug. 10, 1893	July 8, 1904
J. Wesley Bovee.....	Mar. 31, 1903	Mar. 31, 1906
Maude K. Wetmore.....	do	Do.
Ellen Warder Thoron.....	May 1, 1903	Jan. 20, 1907
Robert C. Wilkins.....	Feb. 25, 1904	Feb. 25, 1907
Rufus H. Thayer.....	Dec. 22, 1904	Dec. 22, 1904
Amy McMillan.....	Feb. 24, 1905	Feb. 24, 1905
Chandler Hale.....	Mar. 31, 1906	Mar. 31, 1906

JULY 15, 1908.

OFFICE OF THE ATTORNEY GENERAL.

Name and office.	Salary.	Original appointment.	Present appointment.
<i>Attorney General.</i>			
Charles J. Bonaparte.....	\$12,000	Dec. 17, 1906	Dec. 17, 1906
<i>Solicitor General.</i>			
Henry M. Hoyt.....	7,500	June 15, 1897	Feb. 25, 1903
<i>Assistant to the Attorney General.</i>			
.....	7,000	.....	.....
<i>Assistant Attorneys General.</i>			
Charles W. Russell.....	5,000	Aug. 5, 1886	Dec. 19, 1905
Alford W. Cooley.....	5,000	Nov. 7, 1906	Dec. 17, 1906
George W. Woodruff ¹	5,000	Mar. 22, 1897	Dec. 17, 1907
John G. Thompson ²	5,000	June 2, 1897	June 2, 1897
William Wallace Brown ³	5,000	Apr. 12, 1907	Dec. 17, 1907
John Q. Thompson.....	5,000	July 24, 1901	Dec. 20, 1907
James A. Fowler ⁴	5,000	June 18, 1908	June 18, 1908
<i>Assistant Attorney General, Post Office Department.</i>			
Russell P. Goodwin ⁵	5,000	May 16, 1904	May 16, 1904

¹ Assigned to Interior Department.² Transferred from defense in Indian depredation claims.³ Transferred from defense of suits before Spanish Treaty Claims Commission.⁴ Recess appointment.⁵ Appointed by Postmaster General.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

JULY 15, 1908—Continued.

OFFICE OF THE ATTORNEY GENERAL—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.
<i>Solicitor for the Department of State.</i>			
James B. Scott.....	\$4,500	Jan. 23, 1906	Jan. 23, 1906
<i>Solicitor of the Treasury.</i>			
Maurice D. O'Connell.....	5,000	June 19, 1897	June 19, 1897
<i>Solicitor of the Department of Commerce and Labor.</i>			
Charles Earl.....	5,000	June 18, 1906	Dec. 18, 1906
<i>Solicitor of Internal Revenue.</i>			
Fletcher Maddox.....	4,500	May 23, 1908	May 23, 1908
<i>Chief clerk and superintendent of buildings.</i>			
Orin J. Field.....	3,000	Feb. 1, 1895	Oct. 7, 1903
<i>Private secretary and assistant to Attorney General.</i>			
Henry C. Gauss.....	3,000	Dec. 17, 1906	July 1, 1908
<i>Superintendent of prisons and prisoners.</i>			
Robert V. La Dow.....	3,000	Feb. 11, 1881	July 1, 1908
<i>Appointment clerk.</i>			
Charles B. Sornborger.....	2,000	Dec. 8, 1894	July 1, 1906
<i>Attorney in charge of pardons.</i>			
Jas. A. Finch.....	2,750	Mar. 12, 1890	Oct. 7, 1907
<i>Disbursing clerk.</i>			
Alexander C. Calne.....	2,750	Feb. 16, 1898	July 1, 1903
<i>Law clerk and examiner of titles.</i>			
Reeves T. Strickland.....	2,700	Feb. 1, 1895	Oct. 16, 1907
<i>Assistant attorney in charge of dockets.</i>			
Sinclair B. Shelbley.....	2,500	Dec. 26, 1882	July 1, 1899
<i>Attorneys.</i>			
Marsden C. Burch.....	5,000	July 16, 1897	July 1, 1906
Oliver E. Pagan.....	5,000	Nov. 16, 1903	Do.
John W. Trainor.....	3,500	Nov. 3, 1897	Do.
Anthony C. Campbell.....	3,500	May 16, 1906	Do.
Wm. J. Hughes.....	3,250	May 1, 1885	Do.
Robert A. Howard.....	3,000	Apr. 30, 1895	Do.
Phillip M. Ashford.....	3,000	Aug. 1, 1899	Do.
Chas. F. Kincheloe.....	3,000	Sept. 1, 1897	Do.
Geo. M. Anderson.....	3,000	Jan. 1, 1901	Do.
William R. Harr.....	3,000	June 1, 1902	Do.
J. Harwood Graves.....	3,000	May 26, 1903	Do.
Frederick De C. Faust.....	3,000	May 4, 1904	Do.
Malcolm A. Coles.....	3,000	July 1, 1904	Do.
Franklin W. Collins.....	3,000	Nov. 1, 1897	Do.
Charles E. McNabb.....	3,000	—, 1906	—, 1906
	2,500	Dec. 26, 1907	July 1, 1908
<i>Assistant attorneys.</i>			
William W. Scott.....	3,000	July 24, 1897	May 16, 1906
Samuel S. Ashbaugh.....	3,000	July 1, 1907	July 1, 1907
Glenn E. Husted.....	2,750	Sept. 29, 1899	July 1, 1906
Henry C. Lewis.....	2,750	Feb. 1, 1900	July 1, 1906
William H. Lamar.....	2,500	May 16, 1906	Oct. 16, 1906
George E. Boren.....	2,500	Nov. 21, 1904	Mar. 15, 1907
Clark McKercher.....	2,500	July 1, 1907	July 1, 1907
Matt L. Blake.....	2,500	—, do.	Do.
John S. Mosby.....	2,400	May 23, 1904	July 1, 1906
Stanhope Henry.....	2,000	Dec. 1, 1905	Dec. 1, 1905
Henry A. Vieth.....	2,000	Feb. 25, 1902	July 1, 1906

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

JULY 15, 1908—Continued.

OFFICE OF THE ATTORNEY GENERAL—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.
<i>Assistant examiner of titles.</i>			
Henry L. Gilbert.....	\$2,000	Aug. 31, 1903	July 1, 1908
<i>Law clerks.</i>			
Anne H. Shortridge (Miss).....	2,000	June 20, 1893	July 1, 1907
A. McDonald McBlair.....	2,000	Apr. 1, 1906	July 1, 1908
Mary E. Alexander ¹ (Miss).....	2,000	July 1, 1908	Do.
Percy M. Cox.....	1,800	Mar. 13, 1897	July 1, 1906
Harry S. Ridgely.....	1,800	July 1, 1904	Oct. 7, 1907
<i>Chief examiner.</i>			
Stanley W. Finch.....	2,750	Aug. 24, 1893	July 1, 1908
<i>Examiners.</i>			
William H. Ramsey.....	2,500	Feb. 1, 1895	July 1, 1908
John D. Harris.....	2,500	July 1, 1903	Do.
Mahlon C. Masterson.....	2,500	July 8, 1897	Do.
Alvin M. McNish.....	2,250	Oct. 29, 1894	Do.
Charles S. Easterling.....	2,250	July 6, 1896	Do.
B. Frank Cash.....	2,250	June 27, 1906	Do.
Charles F. De Woody.....	2,250	May 1, 1902	Do.
John W. Gardner.....	2,000	Mar. 28, 1898	Do.
Noble Moore.....	2,000	Oct. 11, 1907	Do.
Clifford H. McClason.....	1,800	Mar. 24, 1904	Do.
Alex. Bruce Bielaski.....	1,800	July 11, 1906	Do.
William Hornbeak.....	1,800	June 9, 1908	Do.
<i>Fourth-class clerks.</i>			
Joseph P. Rudy.....	1,800	Mar. 1, 1899	Jan. 1, 1897
Nathan Plummer.....	1,800	Apr. 28, 1893	July 1, 1900
George F. Mikkelsen.....	1,800	July 23, 1903	Feb. 18, 1904
Clarkson R. Sherwood.....	1,800	Aug. 15, 1896	July 1, 1906
John R. Gaskins.....	1,800	Aug. 18, 1902	Oct. 7, 1907
Robert J. W. Brewster.....	1,800	Apr. 29, 1897	July 1, 1908
Leona E. Kidwell (Mrs.).....	1,800	Oct. 5, 1898	Do.
<i>Librarian.</i>			
George Kearney.....	1,600	Nov. 16, 1906	July 1, 1907
<i>Clerk to the Attorney General.</i>			
Frank M. Roosa.....	1,600	Mar. 22, 1907	Mar. 22, 1907
<i>Stenographer to the Solicitor General.</i>			
John R. Hinton.....	1,600	Oct. 27, 1903	July 1, 1908
<i>Third-class clerks.</i>			
Albert K. Brodie.....	1,600	June 26, 1876	Dec. 20, 1883
Beauregard J. Landry.....	1,600	Aug. 24, 1898	July 17, 1897
Thomas H. Wright.....	1,600	Nov. 9, 1870	Mar. 4, 1898
Juliet McMaster (Miss).....	1,600	Sept. 25, 1893	July 1, 1906
Elizabeth Wright (Miss).....	1,600	Dec. 24, 1896	Do.
Carrie E. Smith (Miss).....	1,600	Dec. 10, 1895	July 1, 1906
William R. Loney.....	1,600	Mar. 31, 1898	Do.
James H. Mackey.....	1,600	Mar. 21, 1901	July 23, 1906
M. Estelle Herron (Miss).....	1,600	Mar. 16, 1898	July 1, 1908
Eivira D. Becker (Mrs.).....	1,600	Feb. 25, 1902	Do.
Jerome D. Klefer.....	1,600	July 16, 1903	Do.
<i>Second-class clerks.</i>			
Nettie C. Jennings (Miss).....	1,400	July 3, 1897	July 1, 1907
J. Arthur Russell.....	1,400	Oct. 26, 1903	Oct. 7, 1907
Austin Harveyoutter.....	1,400	July 5, 1904	July 1, 1908
Morrissy S. Koonce.....	1,400	Mar. 2, 1905	Do.
William M. Birchard.....	1,400	Nov. 1, 1898	Do.

¹ In office of solicitor of internal revenue.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

JULY 15, 1908—Continued.

OFFICE OF THE ATTORNEY GENERAL—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.
<i>First-class clerks.</i>			
Mary Thomas (Miss).....	\$1,200	July 1, 1882	July 1, 1906
Elizabeth S. Foote (Miss).....	1,200	Aug. 4, 1898	Jan. 1, 1907
Joseph Fishman.....	1,200	Mar. 29, 1905	Do.
Charles Jenkins.....	1,200	Aug. 4, 1906	Oct. 7, 1907
Julia B. Rishel (Mrs.).....	1,200	Jan. 19, 1907	Jan. 10, 1908
Hugh A. Fisher.....	1,200	Feb. 11, 1907	July 1, 1908
William W. Lemmond.....	1,200	Feb. 26, 1907	Do.
Jessie D. Pearce (Mrs.).....	1,200	Apr. 18, 1907	Do.
<i>Telegrapher and stenographer.</i>			
Harold J. Wagner.....	1,200	Aug. 30, 1906	Jan. 10, 1908
<i>Clerks.</i>			
Robert E. Crowley ¹	1,000	Mar. 7, 1907	July 1, 1908
John R. Wright.....	1,000	Dec. 1, 1899	Do.
Jennie A. Boyle (Miss).....	1,000	Aug. 15, 1900	Do.
T. Ransel Hensault.....	1,000	Apr. 1, 1904	Do.
Sara K. Gorman (Mrs.).....	1,000	June 1, 1904	Do.
Kate L. Smith (Miss).....	1,000	Aug. 12, 1907	Do.
Charles E. Goodno.....	900	July 1, 1881	July 1, 1906
William G. Chapman.....	900	July 15, 1907	July 15, 1907
Clara B. Moore (Miss).....	900	July 17, 1907	July 17, 1907
William H. Roland.....	900	Nov. 1, 1907	Nov. 1, 1907
Bessie M. Moore (Miss).....	900	Nov. 5, 1907	Jan. 16, 1908
Charles M. Ricketts.....	900	Dec. 13, 1907	Jan. 23, 1908
Amos C. Lietz.....	900	Jan. 17, 1908	Jan. 17, 1908
Abram Fern Myers.....	900	Feb. 1, 1908	Feb. 1, 1908
Raymond E. Horn.....	900	July 10, 1906	July 1, 1908
Margaret A. Mullen (Miss).....	900	Oct. 18, 1907	Do.
Wade H. Skinner.....	900	Dec. 7, 1905	Do.
Arthur Bollinger.....	900	Oct. 30, 1903	Do.
Adelaide G. Miller (Miss).....	900	Jan. 7, 1908	Do.
Frances K. Breedin (Miss).....	900	July 1, 1903	Do.
Leo P. Watson.....	900	Sept. 20, 1905	Do.
Donald P. Ault.....	900	July 1, 1906	July 1, 1908
Ethel A. Panabaker, Miss (temp.).....	900	July 1, 1908	July 1, 1908
Laura E. Scott (temp.).....	900	July 1, 1908	July 1, 1908
<i>Engineer.</i>			
Edward Walker.....	1,200	Nov. 14, 1901	Nov. 14, 1901
<i>Assistant engineers.</i>			
David B. Glasco.....	900	Oct. 27, 1886	July 1, 1906
Fredk. M. Stromberger.....	900	Apr. 11, 1908	Apr. 11, 1908
<i>Chief messenger.</i>			
James J. Haney.....	1,000	May 21, 1876	July 1, 1902
<i>Messengers.</i>			
John J. Cherry.....	840	Nov. 10, 1882	July 1, 1903
Wm. M. Davidson.....	840	July 1, 1885	July 1, 1908
Addison Bailey.....	840	Aug. 13, 1890	May 20, 1907
Maurice H. Ferguson.....	840	July 1, 1903	July 1, 1908
Michael T. Ahern.....	840	Nov. 1, 1886	Feb. 16, 1908
<i>Assistant messengers.</i>			
Tobias Norton.....	720	Dec. 11, 1881	Jan. 1, 1897
James M. Marks.....	720	Mar. 31, 1896	Do.
Roy E. Leatherman.....	720	Oct. 14, 1904	Dec. 7, 1906
Wilbur P. Lindsey.....	720	Nov. 14, 1906	Oct. 23, 1907
Thomas Holland ¹	720	July 8, 1907	Feb. 16, 1908
Eugene B. Pratt.....	720	Nov. 23, 1903	July 1, 1908
Richard W. Powell.....	720	June 1, 1899	Do.
David T. Bounds.....	720	June 9, 1899	Do.
Robt. Lee Gray.....	720	Apr. 1, 1906	Do.
Charles H. Robinson.....	720	Dec. 17, 1906	Do.

¹ Detailed to Division of Accounts.² Detailed to office of solicitor, Department of Commerce and Labor.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

JULY 15, 1908—Continued.

OFFICE OF THE ATTORNEY GENERAL—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.
<i>Assistant messengers—Continued.</i>			
Alex. F. Brewer.....	\$720	Sept. 3, 1907	July 1, 1908
Fred E. Manning.....	720	Mar. 23, 1908	Do.
	720		
<i>Watchmen.</i>			
Charles F. Smith.....	720	Aug. 1, 1888	May 11, 1902
Clark Arnold.....	720	July 7, 1899	Mar. 15, 1904
Frank A. Howell.....	720	Sept. 9, 1899	Aug. 1, 1904
Fredk. G. Aukam.....	720	Mar. 26, 1904	July 1, 1908
<i>Elevator conductors.</i>			
James Acton.....	720	Dec. 18, 1883	July 1, 1907
Geo. C. Somerville.....	720	Nov. 1, 1907	Feb. 1, 1908
<i>Firemen.</i>			
George H. Brown.....	720	Jan. 2, 1886	Jan. 2, 1886
Harry H. Ellis.....	720	Oct. 24, 1907	Oct. 24, 1907
Wm. A. Quarles (temp.).....	720	Mar. 17, 1908	Mar. 17, 1908
	720		
<i>Laborers.</i>			
Moses A. Campbell ¹	660	Mar. 17, 1905	Sept. 16, 1907
Ralph S. Shadd ¹	660	Nov. 21, 1907	Feb. 16, 1908
John G. Fagan ¹	660	Feb. 27, 1908	Feb. 27, 1908
John E. Glancy.....	660	July 10, 1907	July 1, 1908
Herbert Borchardt.....	660	May 21, 1908	Do.
Wm. H. Yerby.....	660	June 15, 1908	June 15, 1908
Clayton E. Ickes.....	660	July 1, 1908	July 1, 1908
<i>Head charwoman.</i>			
Elizabeth Tansley.....	480	Dec. 1, 1900	July 1, 1908
<i>Charwomen.</i>			
Margaret Lane (Mrs.).....	940	June 30, 1883	June 30, 1883
Amelia Colbert (Mrs.).....	240	do.....	Do.
Mary Sullivan (Miss).....	240	May 10, 1901	May 10, 1901
Blanche Acton (Miss).....	240	Oct. 27, 1893	Mar. 9, 1894
Jane Wade (Mrs.).....	240	Jan. 4, 1905	Jan. 4, 1905
Amelia Eller (Mrs.).....	240	Mar. 16, 1907	May 18, 1907
Nora Marie Barr (Mrs.).....	240	May 22, 1907	July 2, 1907
Mary F. Jackson.....	240	Apr. 22, 1907	Aug. 1, 1907
Alice Mills.....	240	Oct. 16, 1907	Oct. 16, 1907
Annie E. McDonald (Mrs.).....	240	Nov. 1, 1907	Feb. 16, 1908
Georgiana Dosier (Mrs.).....	240	do.....	Do.
Annie Taylor (Mrs.).....	240	Feb. 19, 1908	Feb. 19, 1908
Bridget Bladen (Mrs.).....	240	July 1, 1899	July 1, 1908
Fannie Jackson (Mrs.).....	240	Mar. 17, 1902	Do.
Jennie Payne (Mrs.).....	240	Apr. 3, 1902	Do.
Della Warner (Mrs.).....	240	July 1, 1899	Do.
Della Rucker (Mrs.).....	240	May 20, 1903	Do.
Louise Agnes Jackson (Mrs.).....	240	June 4, 1903	Do.
Lulu Hooper (Mrs.).....	240	Jan. 2, 1904	Do.
Ada Fletcher (Miss).....	240	July 1, 1908	Do.

DIVISION OF ACCOUNTS.

<i>Chief of division.</i>			
John J. Glover.....	\$2,500	Oct. 2, 1894	July 1, 1908
<i>Chief bookkeeper and record clerk.</i>			
Edward M. Kennard.....	2,000	Apr. 4, 1893	July 1, 1908
<i>Fourth-class clerks.</i>			
Leonard Sargeant.....	1,800	Oct. 2, 1894	July 1, 1897
Peter J. Meehan.....	1,800	Jan. 31, 1895	Feb. 24, 1896
Harry C. Heckman.....	1,800	Oct. 24, 1894	July 1, 1903

¹ Unclassified.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

JULY 15, 1908—Continued.

DIVISION OF ACCOUNTS—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.
<i>Third-class clerks.</i>			
Elizabeth T. Wood (Mrs.).....	\$1,600	Jan. 31, 1895	July 1, 1897
Edward G. Randall ¹	1,600	Feb. 25, 1895	July 1, 1903
Joseph R. Mickle.....	1,600	Mar. 14, 1895	Do.
Thomas C. Taylor.....	1,600	Oct. 19, 1894	Apr. 1, 1904
Joseph F. Bixler.....	1,600	July 1, 1896	Oct. 9, 1907
<i>Second-class clerks.</i>			
Caroline Sutherland (Miss).....	1,400	Oct. 16, 1896	July 1, 1903
Samuel G. Moyer.....	1,400	Oct. 16, 1899	Do.
Charles L. Ebaugh.....	1,400	July 13, 1898	July 1, 1904
William A. Dyer.....	1,400	Mar. 15, 1900	July 23, 1906
Fodie B. Kenyon (Mrs.) ¹	1,400	May 8, 1899	Oct. 9, 1907
Vinton A. Holbrook.....	1,400	July 14, 1902	Oct. 18, 1907
Ernest C. Rankin.....	1,400	Apr. 8, 1905	Jan. 16, 1908
<i>First-class clerks.</i>			
William W. Bon Durant.....	1,200	Nov. 25, 1905	July 23, 1906
Herbert J. McClure.....	1,200	Aug. 6, 1906	Nov. 1, 1906
Harry L. Collins.....	1,200	Aug. 13, 1906	May 18, 1907
Grace Murphy (Miss) ²	1,200	Feb. 16, 1906	July 11, 1907
John J. Byrne ¹	1,200	Nov. 13, 1906	Oct. 9, 1907
Roger Shale.....	1,200	May 22, 1907	Oct. 18, 1907
Charles A. Lethert ²	1,200	Sept. 6, 1906	Jan. 10, 1908
<i>Clerks.</i>			
Robert C. Tracy.....	900	Mar. 7, 1906	Oct. 23, 1907
Susan E. Smith (Miss).....	900	Feb. 17, 1908	Feb. 17, 1908
<i>Packer.</i>			
Paul Boileau ¹	900	Mar. 10, 1883	July 1, 1903

OFFICE OF THE SOLICITOR OF THE TREASURY.

<i>Solicitor.</i>			
Maurice D. O'Connell.....	\$5,000	June 19, 1897	June 19, 1897
<i>Assistant solicitor.</i>			
Felix A. Reeve.....	3,000	Aug. 5, 1897	Aug. 5, 1897
<i>Chief clerk.</i>			
Charles E. Vrooman.....	2,000	Aug. 26, 1890	Aug. 26, 1890
<i>Law clerks.</i>			
Chapman W. Maupin.....	2,000	June 10, 1899	July 1, 1901
Robert J. Mawhinney.....	2,000	Dec. 28, 1893	July 1, 1906
<i>Docket clerks.</i>			
Waldemar E. Bends.....	2,000	Dec. 30, 1871	July 1, 1903
Charles S. Johnson.....	2,000	Dec. 1, 1880	Jan. 1, 1907
<i>Fourth-class clerks.</i>			
Robert E. Tyner.....	1,800	Oct. 8, 1890	July 1, 1903
Harvey B. Cox.....	1,800	Dec. 23, 1903	Jan. 1, 1907
<i>Third-class clerks.</i>			
John A. Ellinger.....	1,600	Jan. 1, 1870	Dec. 1, 1880
Daniel S. Foster.....	1,600	Feb. 2, 1895	Mar. 5, 1904
<i>Second-class clerks.</i>			
James S. Maddux.....	1,400	Jan. 29, 1896	Mar. 22, 1901
Mahlon D. Kiefer.....	1,400	Dec. 9, 1904	Jan. 1, 1907

¹ Detailed to office of chief clerk.² Detailed to office of Attorney General.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

JULY 15, 1908—Continued.

OFFICE OF THE SOLICITOR OF THE TREASURY—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.
<i>Assistant messenger.</i>			
John J. O'Shea.....	\$720	Apr. 24, 1894	Jan. 14, 1908
<i>Laborer.</i>			
Wm. C. Evans.....	660	June 1, 1898	June 1, 1898

OFFICE OF THE SOLICITOR OF THE DEPARTMENT OF COMMERCE AND LABOR.

<i>Solicitor.</i>			
Charles Earl.....	\$5,000	June 18, 1906	Dec. 18, 1906
<i>Chief clerk and law clerk.</i>			
Harrison Nesbit.....	2,250	July 1, 1905	July 1, 1905
<i>Fourth-class clerks.</i>			
Edward T. Quigley.....	1,800	Nov. 22, 1905	July 1, 1906
Arthur L. Davis.....	1,800	July 1, 1906	Do.
<i>Third-class clerks.</i>			
Edward R. Magie.....	1,600	Sept. 20, 1894	July 1, 1906
Morton Booth.....	1,600	July 1, 1906	Do.
<i>Second-class clerks.</i>			
Herbert B. Collins.....	1,400	May 4, 1904	July 1, 1906
Franklin G. Wixson.....	1,400	July 1, 1906	July 1, 1907
Donald S. Edmonds.....	1,400	do.	Oct. 16, 1907
<i>First-class clerks.</i>			
W. Clarence Houghtelin ¹	1,200	Sept. 11, 1903	July 1, 1907
Ralph I. Egan.....	1,200	Aug. 13, 1906	July 11, 1907
Charles I. Simms.....	1,200	Sept. 18, 1896	Oct. 18, 1907
<i>Messenger.</i>			
Buchanan W. Faire.....	840	July 1, 1904	July 1, 1904

¹ Detailed to duty in office of Attorney General.*Special appropriations.*

ENFORCEMENT OF ANTITRUST LAWS.

Name and office.	Salary.	Original appointment.	Present appointment.
<i>Special agent.</i>			
Victor N. Roadstrum.....	\$5,000	Feb. 4, 1905	Nov. 16, 1906
<i>Clerks.</i>			
Earl Zimmerman.....	1,100	Oct. 4, 1906	Dec. 1, 1907
Estelle B. Morris (Mrs.).....	p. m. 75	Apr. 6, 1906	Apr. 6, 1908

DETECTION AND PROSECUTION OF CRIMES.

<i>Special agent.</i>			
Matthew W. McClaghry.....	\$1,800	Nov. 1, 1899	July 1, 1908

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

JULY 15, 1908—Continued.

Special appropriations—Continued.

DEFENSE IN INDIAN DEPREDAATION CLAIMS.

Name and office.	Salary.	Original appointment.	Present appointment.
<i>Assistant attorney.</i>			
Lincoln B. Smith.....	\$3,300	Apr. 1, 1892	July 1, 1908
<i>Special attorneys (in the field).</i>			
Ellsworth Ingalls.....	p. d. 8	Nov. 15, 1897	Nov. 15, 1897
John Stansbury.....	p. d. 8	June 9, 1899	June 9, 1899
John A. Hendricks.....	p. d. ¹ 8	Jan. 22, 1901	Nov. 1, 1906
<i>Clerk.</i>			
George T. Stormont.....	1,600	Sept. 28, 1900	July 1, 1908
<i>Assistant messenger.</i>			
Roshier Stokes.....	p. m. 60	Mar. 22, 1898	July 1, 1901

MISCELLANEOUS EXPENSES UNITED STATES COURTS.

<i>Special agent.</i>			
Plato Mountjoy.....	\$2,000	Apr. 18, 1896	July 1, 1908

PUBLIC BUILDINGS.

<i>Clerks (temporary).</i>			
Bertha M. Riggles (Miss).....	\$900	July 7, 1908	July 7, 1908
Goodin Prender (Miss).....	900	July 10, 1908	July 10, 1908

SPECIAL ASSISTANT ATTORNEYS.

<i>Special assistants to Attorney General.</i>			
Robert McD. Allen.....	\$3,600	Jan. 28, 1908	May 23, 1908
Albert A. Richards.....		Feb. 10, 1908	Feb. 10, 1908
L. Allison Wilmer.....		Feb. 24, 1908	Feb. 24, 1908
Thomas C. Spelling.....		.....do.....	Do.
<i>Special Assistant to Attorney General in Pacific Railroad cases.</i>			
F. E. Hutchins.....	3,000	June 1, 1908	Jan. 1, 1905

SUITS FOR REMOVAL OF RESTRICTIONS, ALLOTTED LANDS, FIVE CIVILIZED TRIBES.

<i>Clerks.</i>			
Arthur Robb.....	\$900	Aug. 27, 1907	July 1, 1908
Veronica Quinn (Miss) ²	840	June 25, 1908	June 25, 1908
Alice E. Brown (Miss) ²	900	June 30, 1908	June 30, 1908
Henrietta P. Johnson (Mrs.) ²	900	July 1, 1908	July 1, 1908
Clara Ellis ²	900	July 3, 1908	July 3, 1908
J. Augusta Bowen (Miss) ²	900	July 6, 1908	July 6, 1908

¹ Compensation at the rate of \$10 per day when on duty in Washington, D. C. ² Temporary.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

JULY 15, 1908—Continued.

*Special appropriations—Continued.*SPANISH TREATY CLAIMS COMMISSION.¹

[1415 H Street NW.]

Name and office.	Salary.	Original appointment.	Present appointment.
<i>Commissioners.</i>			
James P. Wood (president of commission).....	\$5,000	Mar. 9, 1901	Dec. 10, 1907
William A. Maury.....	5,000	do.....	Mar. 9, 1901
William L. Chambers.....	5,000	do.....	Do.
Harry K. Daugherty.....	5,000	July 1, 1903	Jan. 9, 1908
Roswell P. Bishop.....	5,000	Nov. 11, 1907	Dec. 17, 1907
<i>Clerk.</i>			
Harold Blake.....	3,500	Mar. 12, 1908	Mar. 12, 1908
<i>Assistant clerk.</i>			
James J. Fitzgerald.....	2,000	Apr. 8, 1901	July 1, 1902
<i>Commissioners to take testimony in Cuba.</i>			
David Meade Massie.....	2,500	July 1, 1902	July 1, 1902
Laurence H. Thompson.....	2,500	Sept. 11, 1902	Mar. 1, 1907
T. Gilbert Porterfield.....	p. d. 8	Feb. 23, 1906	Feb. 23, 1906
Harry E. Swan.....	p. d. 8	Jan. 12, 1906	Oct. 1, 1907
<i>Interpreters.</i>			
John Federico Delgado.....	1,800	Mar. 18, 1904	Mar. 18, 1904
Andrew L. Fernandez Morrell.....	1,800	Oct. 20, 1906	Oct. 20, 1906
Caesar A. Casanova.....	1,800	Nov. 13, 1907	Nov. 13, 1907
<i>Clerks and stenographers.</i>			
William H. Smith.....	1,400	Dec. 11, 1901	July 11, 1902
Lenna M. Smith.....	1,200	Apr. 11, 1901	Apr. 11, 1901
Thomas Griffin, Jr.....	1,200	Nov. 1, 1901	Nov. 1, 1901
Grace Gould.....	1,200	Oct. 1, 1907	Oct. 1, 1907
Marie H. Townsend (Mrs.).....	1,200	Oct. 21, 1907	Oct. 21, 1907
<i>Assistant messengers and watchmen.</i>			
Charles E. Brown.....	p. m. 60	Mar. 1, 1903	Mar. 1, 1903
Frank G. Deutermann.....	p. m. 60	Nov. 1, 1906	Nov. 1, 1906
Charles W. Brown.....	p. m. 60	July 1, 1907	July 1, 1907

DEFENSE OF SUITS BEFORE SPANISH TREATY CLAIMS COMMISSION.

<i>Special counsel.</i>			
Hannis Taylor.....	p. m. \$416.66	Mar. 11, 1902	July 21, 1902
<i>Assistant attorneys.</i>			
C. F. Jones.....	p. m. 350.00	Mar. 27, 1901	July 1, 1904
E. S. Huston.....	p. m. 350.00	July 10, 1903	Do.
Michael O'Neill ²	3,100.00	Feb. 26, 1902	July 1, 1907
Charles D. Westcott.....	2,800.00	Feb. 26, 1902	Jan. 1, 1907
E. G. Mills.....	2,800.00	Oct. 1, 1902	July 1, 1907
Samuel H. Spooner.....	2,800.00	June 9, 1899	Do.
Samuel B. Crandall.....	2,800.00	July 3, 1907	July 3, 1907
James P. Ryan.....	2,800.00	Oct. 3, 1907	Oct. 3, 1907
Le Roy B. C. Delaney ³	2,800.00	Feb. 24, 1908	Feb. 24, 1908
Alex. H. Semmes ⁴	2,800.00	Feb. 26, 1902	Mar. 16, 1908
<i>Special agent.</i>			
Maddin Summers.....	2,600.00	Mar. 11, 1902	July 1, 1905

¹ Appointments and employments under act of Mar. 2, 1901.² Also special disbursing agent.³ Until Dec. 31, 1908.⁴ For six months.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

JULY 15, 1908—Continued.

Special appropriations—Continued.

DEFENSE OF SUITS BEFORE SPANISH TREATY CLAIMS COMMISSION—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.
<i>Special examiner.</i>			
S. F. Stewart.....	p. m. \$200.00	Jan. 14, 1904	Jan. 14, 1904
<i>Interpreters.</i>			
A. Y. Casanova.....	1,800.00	Nov. 25, 1904	Nov. 25, 1904
Ricardo Garcia.....	p. m. 100.00	Nov. 1, 1902	Nov. 1, 1902
<i>Financial clerk.</i>			
David C. Chambers.....	2,000.00	Apr. 10, 1901	Dec. 1, 1904
<i>Stenographers.</i>			
Helen A. Stewart (Miss).....	p. m. 100.00	June 15, 1904	Nov. 1, 1905
Martha Lane.....	p. m. 100.00	Feb. 1, 1908	Feb. 1, 1908
<i>Messenger.</i>			
Grover C. Hastings.....	p. m. 60.00	Feb. 17, 1908	Feb. 17, 1908

TRUSTEES NATIONAL TRAINING SCHOOL FOR BOYS.

[Term, three years.]

Names.	Original appointment.	Present appointment.
William M. Shuster (president of board).....	May 7, 1906	May 3, 1908
Henry F. Blount (vice president).....	May 22, 1899	May 22, 1908
Samuel W. Curriden (secretary and treasurer).....	Jan. 31, 1899	Feb. 7, 1908
B. H. Warner.....	May 31, 1904	June 1, 1907
Francis H. Duehay.....	Mar. 1, 1906	Mar. 1, 1906
Charles A. Wells.....	July 12, 1906	July 12, 1906
Charles H. Robb.....	Mar. 9, 1906	Mar. 9, 1906
Henry B. F. Macfarland (Commissioner of the District of Columbia, ex officio).		
Hon. William P. Dillingham (consulting trustee on the part of the United States Senate).		
Hon. John J. Jenkins (consulting trustee on the part of the House of Representatives).		

TRUSTEES REFORM SCHOOL FOR GIRLS OF THE DISTRICT OF COLUMBIA.

[Term, three years.]

J. Nota McGill (president of board).....	Mar. 31, 1906	Mar. 31, 1906
Chapin Brown.....	Aug. 10, 1893	Sept. 28, 1907
J. Wesley Bovee.....	Mar. 31, 1903	Mar. 31, 1906
Mande K. Wetmore.....	do.....	Do.
Ellen Warder Thoron.....	May 1, 1903	Jan. 26, 1907
Robert C. Wilkins.....	Feb. 25, 1904	Feb. 25, 1907
Rufus H. Thayer.....	Dec. 22, 1904	Dec. 23, 1907
Chandler Hale.....	Mar. 31, 1906	Mar. 31, 1906
Harriet Blaine Beale (Mrs.).....	Dec. 26, 1907	Dec. 26, 1907

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

1909.

OFFICE OF THE ATTORNEY GENERAL.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Attorney General.</i>				
George W. Wickersham.....	\$12,500	Mar. 5, 1909	Mar. 5, 1909	New York.
<i>Solicitor General.</i>				
Lloyd Wheaton Bowers.....	7,500	Apr. 1, 1909	Apr. 1, 1909	Illinois.
<i>Assistant to the Attorney General.</i>				
Wade H. Ellis.....	7,000	Nov. 6, 1908	Dec. 17, 1908	Ohio.
<i>Assistant Attorneys General.</i>				
Charles W. Russell.....	5,000	Aug. 5, 1886	Dec. 19, 1905	West Virginia.
John G. Thompson ¹	5,000	June 2, 1897	June 2, 1897	Illinois.
William Wallace Brown ²	5,000	June 1, 1907	Dec. 17, 1907	Pennsylvania.
John Q. Thompson.....	5,000	July 24, 1901	Dec. 20, 1907	Kansas.
James A. Fowler.....	5,000	June 18, 1908	Jan. 12, 1909	Tennessee.
Oscar Lawler ³	5,000	Apr. 6, 1909	Apr. 6, 1909	California.
William R. Harr.....	5,000	June 1, 1902	June 9, 1909	District of Columbia.
<i>Assistant Attorney General, Post Office Department.</i>				
Russell P. Goodwin ⁴	5,000	May 16, 1904	May 16, 1904	Illinois.
<i>Solicitor for the Department of State.</i>				
James B. Scott.....	5,000	Jan. 23, 1906	Jan. 23, 1906	California.
<i>Solicitor of the Treasury.</i>				
Maurice D. O'Connell.....	5,000	June 19, 1897	June 19, 1897,	Iowa.
<i>Assistant Solicitor of the Treasury.</i>				
Felix A. Reeve.....	3,000	Aug. 5, 1897	Aug. 5, 1897	Tennessee.
<i>Solicitor of the Department of Commerce and Labor.</i>				
Charles Earl.....	5,000	June 18, 1906	Dec. 18, 1906	Maryland.
<i>Solicitor of Internal Revenue.</i>				
Fletcher Maddox.....	5,000	May 23, 1908	May 23, 1908	Montana.
<i>Chief clerk and superintendent of building.</i>				
Orin J. Field.....	3,000	Feb. 1, 1895	Oct. 7, 1903	Kansas.
<i>Private secretary and assistant to Attorney General</i>				
Frank Cole.....	3,000	Mar. 5, 1909	Mar. 5, 1909	New York.
<i>Superintendent of prisons and prisoners.</i>				
Robert V. La Dow.....	3,000	Feb. 11, 1881	July 1, 1908	New York.
<i>Appointment clerk.</i>				
Charles B. Sornborger.....	2,000	Dec. 8, 1884	July 1, 1905	Maryland.
<i>Attorney in charge of pardons.</i>				
James A. Finch.....	2,750	Mar. 12, 1890	Oct. 7, 1907	New York.
<i>Disbursing clerk.</i>				
James H. Mackey.....	2,750	Mar. 21, 1901	June 18, 1909	Colorado.

¹ Defense in Indian Depredation Claims.² Spanish Treaty Claims Commission.³ Assigned to Interior Department.⁴ Appointed by Postmaster General.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

1909—Continued.

OFFICE OF THE ATTORNEY GENERAL—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Attorney in charge of titles.</i>				
Reeves T. Strickland.....	\$2,700	Feb. 1, 1895	Oct. 16, 1907	New York.
<i>Chief of Division of Accounts.</i>				
John J. Glover.....	2,500	Oct. 2, 1894	July 1, 1900	Ohio.
<i>Attorneys.</i>				
Oliver E. Pagan.....	5,000	Nov. 16, 1903	July 1, 1908	Illinois.
Ernest Knaebel.....	5,000	Sept. 16, 1900	Sept. 16, 1909	Colorado.
Lincoln B. Smith.....	3,300	Apr. 1, 1892	Apr. 1, 1909	Wisconsin.
John W. Trainer.....	3,500	Nov. 3, 1897	July 1, 1908	Ohio.
Anthony C. Campbell.....	3,500	May 16, 1906	.....do.....	New Mexico.
William J. Hughes.....	3,250	May 1, 1885	.....do.....	Pennsylvania.
Robert A. Howard.....	3,000	Apr. 30, 1895	.....do.....	Arkansas.
Franklin W. Collins.....	3,000	Nov. 1, 1897	.....do.....	Nebraska.
Philip M. Ashford.....	3,000	Aug. 1, 1899	.....do.....	Ohio.
Charles F. Kincheoloe.....	3,000	Sept. 1, 1897	.....do.....	Illinois.
George M. Anderson.....	3,000	Jan. 1, 1901	.....do.....	Maryland.
Frederick De C. Faust.....	3,000	May 4, 1904	.....do.....	District of Columbia.
Malcolm A. Coles.....	3,000	July 1, 1904	.....do.....	Virginia.
William F. Norris.....	3,000	Nov. 9, 1908	Nov. 9, 1908	Phillipine Islands.
Glenn E. Husted.....	3,000	Sept. 29, 1899	July 22, 1909	Michigan.
Arthur J. McCabe.....	3,000	Oct. 4, 1909	Oct. 4, 1909	Kansas.
Charles E. McNabb.....	2,500	Dec. 26, 1907	July 1, 1908	District of Columbia.
<i>Assistant attorneys.</i>				
Clark McKercher.....	2,500	July 1, 1907	Aug. 14, 1909	Washington.
William W. Scott.....	3,000	July 24, 1897	May 16, 1906	West Virginia.
Samuel S. Ashbaugh.....	3,000	July 1, 1907	July 1, 1907	Kansas.
Henry C. Lewis.....	2,750	Feb. 1, 1900	July 1, 1908	Georgia.
F. E. Hutchins.....	2,750	June 1, 1898	May 16, 1909	Ohio.
Sinclair B. Shelbley.....	2,500	Dec. 26, 1882	July 1, 1909	Georgia.
J. Harwood Graves.....	3,500	May 26, 1903	Sept. 15, 1909	Virginia.
William H. Lamar.....	2,500	May 16, 1906	Oct. 16, 1906	Maryland.
George E. Boren.....	2,500	Nov. 21, 1904	Mar. 15, 1907	Tennessee.
Matt L. Blake.....	2,500	July 1, 1907	July 1, 1907	Wyoming.
John S. Mosby.....	2,400	May 23, 1904	July 1, 1906	Virginia.
Stanhope Henry.....	2,000	Dec. 1, 1905	Dec. 1, 1905	Do.
Harry S. Ridgely.....	1,800	July 1, 1904	Oct. 1, 1909	District of Columbia.
<i>Assistant examiner of titles.</i>				
Henry L. Gilbert.....	2,000	Aug. 31, 1903	July 1, 1908	Michigan.
<i>Chief examiner.</i>				
Stanley W. Finch.....	2,750	Aug. 24, 1893	July 1, 1908	New York.
<i>Examiners.</i>				
William H. Ramsey.....	2,500	Feb. 1, 1895	July 1, 1908	Ohio.
John D. Harris.....	2,500	July 1, 1903	.....do.....	Nebraska.
Wrisley Brown.....	2,250	Mar. 18, 1909	Aug. 16, 1909	Maine.
Alvin M. McNish.....	2,250	Oct. 29, 1894	July 1, 1908	Georgia.
Charles S. Easterling.....	2,250	July 6, 1896	.....do.....	Kansas.
B. Frank Cash.....	2,250	June 27, 1905	.....do.....	Michigan.
Alex. Bruce Bielaski.....	2,250	July 11, 1905	May 17, 1909	Maryland.
John W. Gardner.....	2,000	Mar. 28, 1898	July 1, 1908	New York.
Noble Moore.....	2,000	Oct. 11, 1907	.....do.....	Tennessee.
William Hornbeak.....	1,800	June 9, 1908	.....do.....	Missouri.
Arthur L. Hicks.....	1,800	Apr. 1, 1909	Apr. 1, 1909	Kentucky.
Joseph F. Fishman.....	1,800	Mar. 29, 1905	May 1, 1909	Maryland.
<i>Special examiners.</i>				
Mahlon C. Masterson.....	2,500	July 8, 1897	Aug. 16, 1909	California.
Charles F. De Woody.....	2,500	May 1, 1909	May 17, 1909	Ohio.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

1909—Continued.

SPECIAL ASSISTANT ATTORNEYS.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Special assistants to Attorney General.</i>				
O. E. Harrison.....	\$4,500	Apr. 7, 1909	Apr. 7, 1909	Ohio.
Robert McD. Allen.....	3,600	Jan. 28, 1908	May 28, 1908	Kentucky.
Henry C. Gauss.....	3,500	Dec. 17, 1906	Feb. 1, 1909	Massachusetts.
Edwin P. Grosvenor.....	3,500	July 5, 1905	May 1, 1909	New York.
Barton Corneau.....	3,500	Apr. 19, 1909	Apr. 19, 1909	Illinois.
Henry E. Colton.....	2,000	May 15, 1909	May 15, 1909	New York.

OFFICE OF THE ATTORNEY GENERAL.

<i>Attorney General.</i>				
George W. Wickersham.....	\$12,000	Mar. 5, 1909	Mar. 5, 1909	New York.
<i>Solicitors General.</i>				
Lloyd W. Bowers.....	10,000	Apr. 1, 1909	Apr. 1, 1909	
F. W. Lehmann.....	10,000	Dec. 19, 1910		
<i>Assistant to the Attorney General.</i>				
William S. Kenyon.....	7,000	Apr. 13, 1910	Apr. 13, 1910	Iowa.
<i>Assistant Attorneys General.</i>				
John G. Thompson.....	5,000	June 2, 1897	June 2, 1897	Illinois.
John Q. Thompson.....	5,000	July 24, 1901	Dec. 20, 1907	Kansas.
James A. Fowler.....	5,000	June 18, 1908	Jan. 12, 1909	Tennessee.
William R. Harr.....	5,000	June 1, 1902	June 9, 1909	District of Columbia.
Winfred T. Denison.....	5,000	Feb. 1, 1910	Feb. 1, 1910	New York.
Oscar Lawler (Assistant Attorney General for Interior Department).....	5,000	Apr. 6, 1909	Apr. 6, 1909	California.
Russell P. Goodwin (Assistant Attorney General for Post Office Department, appointed by Postmaster General).....	5,000	May 16, 1904	May 16, 1904	Illinois.
<i>Chief clerk.</i>				
Orin J. Field.....	3,000	Feb. 1, 1895	Oct. 7, 1903	Kansas.
<i>Private secretary to Attorney General.</i>				
Frank Cole.....	3,000	Mar. 5, 1909	Mar. 5, 1909	New York.
<i>Disbursing clerk.</i>				
James H. Mackey.....	2,750	Mar. 21, 1901	June 18, 1909	Colorado.
<i>Appointment clerk.</i>				
Charles B. Sornborger.....	2,000	Dec. 8, 1894	July 1, 1905	Maryland.
<i>Attorney in charge of pardons.</i>				
James A. Finch.....	3,000	Mar. 12, 1890	Oct. 7, 1907	New York.
<i>Attorney in charge of titles.</i>				
Reeves T. Strickland.....	2,700	Feb. 1, 1895	Oct. 16, 1907	New York.
<i>Chief of Division of Accounts.</i>				
John J. Glover.....	2,500	Oct. 2, 1894	July 1, 1900	Ohio.
<i>Superintendent of prisons.</i>				
Robert V. LaDow.....	3,000	Feb. 11, 1881	July 1, 1908	New York.
<i>Chief examiner.</i>				
Stanley W. Finch.....	3,000	Aug. 24, 1893	July 1, 1908.	New York.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

1909—Continued.

OFFICE OF THE ATTORNEY GENERAL—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Attorney in charge of Public Lands Division.</i>				
Ernest Knaebel.....	\$5,000	Sept. 16, 1909	Sept. 16, 1909	Colorado.
<i>Attorneys.</i>				
Marsden C. Burch.....	5,000	July 16, 1897	July 1, 1910	Michigan.
Oliver E. Pagan.....	5,000	Nov. 16, 1903	July 1, 1908	Illinois.
John W. Trainer.....	3,500	Nov. 3, 1897	.....do.....	Ohio.
F. DeC. Faust.....	3,500	May 4, 1904	Dec. 16, 1909	District of Columbia.
Wm. J. Hughes.....	3,250	May 1, 1885	July 1, 1908	Pennsylvania.
Robert A. Howard.....	3,000	Apr. 30, 1885	.....do.....	Arkansas.
F. W. Collins.....	3,000	Nov. 1, 1897	.....do.....	Nebraska.
P. M. Ashford.....	3,000	Aug. 1, 1899	.....do.....	Ohio.
Charles F. Kincheloe.....	3,000	Sept. 1, 1897	.....do.....	Illinois.
George M. Anderson.....	3,000	Jan. 1, 1901	.....do.....	Maryland.
Malcolm A. Coles.....	3,000	July 1, 1904	.....do.....	Virginia.
William F. Norris.....	3,000	Nov. 9, 1908	Nov. 9, 1908	Philippine Islands.
Glenn E. Husted.....	3,000	Sept. 29, 1899	July 22, 1909	Michigan.
Arthur J. McCabe.....	3,000	Oct. 4, 1909	Oct. 4, 1909	Kansas.
Matt L. Blake.....	3,000	July 1, 1907	June 16, 1910	Wyoming.
Loring C. Christie.....	2,500	Oct. 7, 1910	Oct. 7, 1910	District of Columbia.
George T. Stormont.....	2,000	Sept. 28, 1900	Oct. 1, 1910	Michigan.
<i>Assistant attorneys.</i>				
Clark McKercher.....	3,500	July 1, 1907	Aug. 14, 1909	Washington.
William W. Scott.....	3,000	July 24, 1897	May 16, 1906	West Virginia.
S. S. Ashbaugh.....	3,000	July 1, 1907	July 1, 1907	Kansas.
F. E. Hutchins.....	2,750	June 1, 1898	May 16, 1909	Ohio.
David D. Caldwell.....	2,750	June 1, 1894	Dec. 16, 1909	Illinois.
Sinclair B. Shetbley.....	2,500	Dec. 26, 1882	July 1, 1909	Georgia.
J. H. Graves.....	2,500	May 26, 1903	Sept. 15, 1909	Virginia.
Wm. H. Lamar.....	2,500	May 16, 1906	Oct. 16, 1906	Maryland.
Geo. E. Boren.....	2,500	Nov. 21, 1904	Mar. 15, 1907	Tennessee.
Chas. F. Jones.....	2,500	June 28, 1901	June 18, 1910	Indiana.
Chas. W. Logan.....	2,400	July 1, 1910	July 1, 1910	Kentucky.
Harry S. Ridgely.....	2,000	July 1, 1904	Oct. 1, 1909	District of Columbia.
Percy M. Cox.....	2,000	Mar. 13, 1897	June 1, 1910	Maryland.
<i>Special assistant attorneys.</i>				
Willis N. Mills.....	4,000	Apr. 29, 1909	Nov. 10, 1909	Michigan.
Henry C. Lewis.....	3,600	Feb. 1, 1900	Nov. 16, 1909	Georgia.
Henry C. Gauss.....	3,500	Dec. 17, 1906	Feb. 1, 1909	Massachusetts.
O. E. Harrison.....	4,500	Apr. 7, 1909	Apr. 7, 1909	Ohio.
Edwin P. Grosvenor.....	4,000	July 5, 1905	July 1, 1910	New York.
Barton Corneau.....	3,500	Apr. 19, 1909	Apr. 19, 1909	Illinois.
Henry E. Colton.....	2,000	May 15, 1909	May 15, 1909	New York.
Frank Hall.....	4,000	May 6, 1907	Feb. 12, 1910	Oklahoma.
William S. Gregg.....	3,000	Apr. 1, 1902	July 1, 1910	Pennsylvania.
Wrisley Brown.....	3,000	Mar. 18, 1909	July 18, 1910	Maine.
Charles S. Easterling.....	1,800	July 6, 1896	Nov. 7, 1910	Kansas.
<i>Special agent.</i>				
V. N. Roadstrum.....	5,000	Feb. 4, 1905	Nov. 16, 1906	Illinois.

DEPARTMENTAL SOLICITORS.

<i>Solicitor, Department of State.</i>				
J. Reuben Clark, jr.....	\$5,000	July 1, 1910	July 1, 1910	Utah.
<i>Solicitor, Treasury Department.</i>				
William T. Thompson.....	5,000	Oct. 1, 1910	Oct. 1, 1910	Nebraska.
<i>Assistant Solicitor, Treasury Department.</i>				
Felix A. Reeve.....	3,000	Aug. 5, 1897	Aug. 5, 1897	Tennessee.

REGISTER OF THE OFFICE OF THE ATTORNEY GENERAL—Continued.

1909—Continued.

DEPARTMENTAL SOLICITORS—Continued.

Name and office.	Salary.	Original appointment.	Present appointment.	State.
<i>Chief clerk, Treasury, office of Solicitor.</i>				
Charles E. Vrooman.....	\$2,000	Aug. 26, 1890	Aug. 26, 1890	Iowa.
<i>Solicitor, Internal Revenue.</i>				
Fletcher Maddox.....	5,000	May 23, 1908	May 23, 1908	Montana.
<i>Solicitor, Department of Commerce and Labor.</i>				
Charles Earl.....	5,000	June 18, 1906	Dec. 18, 1906	Maryland.
<i>Chief and law clerk, office of Solicitor, Department of Commerce and Labor.</i>				
Edward T. Quigley.....	2,250	Nov. 22, 1905	Oct. 1, 1908	New York.

MR. CHAIRMAN. In one of the earlier hearings we printed an exhibit containing a statement of payments made to special assistants to the Attorney General and the United States district attorneys from March 5, 1909, to May 31, 1911. There was some trouble about the proof in that case, one corrected proof was lost, and finally when it was printed it developed that there were a number of errors in it, and I think it would be but just to the department that this table be reprinted in its corrected form, and in connection with that the department has furnished us with a statement of like expenditures during the four preceding years beginning with March 5, 1905, and coming down to March 5, 1909, and I think it would be well to first print the table of expenditures from 1905 to 1909 and immediately follow it with the corrected statement of expenditures for the two succeeding years, so you will have the expenditures for those years appearing in this hearing in proper order.

(Said statement is as follows:)

DEPARTMENT OF JUSTICE,
OFFICE OF THE ATTORNEY GENERAL,
Washington, D. C., August 16, 1911.

HON. JACK BEALL,

*Chairman Committee on Expenditures in the Department of Justice,
House of Representatives.*

MY DEAR MR. BEALL: Inclosed herewith I hand you statement showing disbursements made to special assistants to the Attorney General and to the United States attorneys, from July 1, 1905, to March 4, 1909, inclusive, as requested in your letters of June 9 and 23, 1911.

Respectfully,

GEO. W. WICKERSHAM,
Attorney General.

Statement of payments made to special assistants to the Attorney General and to United States district attorneys from July 1, 1905, to March 4, 1909.

Name.	Title.	Rate of pay.	Services.	Expenses.	Total.	Appropriation.	Cases.
Adkins, J. C. (May 19, 1908; May 25, 1908).	Special assistant United States attorney, District of Columbia and New York southern; special assistant to Attorney General.	\$200 per month on account until June 1, 1908, increased to \$250; final compensation to be determined.	\$2,636.67	\$484.84	\$3,131.51	Pay of special assistant attorneys, United States courts.	United States v. Heaney et al (patent frauds); United States v. Haas, Price, and others (cotton leak).
Adams, Samuel P. (Feb. 2, 1902).	Special assistant United States attorney, Georgia southern.	\$3,000 per annum in event of trial by jury; \$2,000 per annum otherwise.	405.00		405.00	.....do	United States v. Greene and Gaynor et al.
Allen, R. M. (May 26, 1908).	Special assistant United States attorney, District of Columbia and Maryland; special assistant to Attorney General.	\$3,900 per annum.....	3,840.00	2,134.63	5,974.63	.....do	Pure-food cases.
Akerman, Alex. (Jan. 8, 1907).	Special assistant United States attorney, New York southern.	None other than that as assistant attorney, Georgia southern.		101.15	101.15	Enforcement of anti-trust laws.	United States v. So-called Turpentine Trust.
Armbrecht, Wm. H. (Apr. 13, 1907).	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of services.	1,250.00	153.33	1,403.33	Pay of special assistant attorneys, United States courts.	United States v. National Lottery Co.
Bacon, Henry (Apr. 6, 1906).	Special assistant United States attorney, New York southern.	.....do	1,119.60		1,119.60	.....do	Proceedings to procure additional water supply at West Point, N. Y.
Baker, Chas. Duane (May 10, 1907).	.....do	.....do	50.00		50.00	.....do	United States v. Schering and Glatz.
Baldwin, Ernest E. (Jan. 4, 1906).	Special assistant to Attorney General.	.....do	750.00	22.25		.....do	United States v. Henry A. Lundberg.
Barr, Thos. F. (Jan. 2, 1908).	Special assistant United States attorney, Georgia southern.	\$15 per day while engaged in trial of case.	1,000.00		1,772.25	.....do	United States v. Wm. H. Van Schaick, "Stocum Case."
Barrett, Jesse W. (June 17, 1907).	Special assistant United States attorney, Missouri eastern.	Compensation to be determined by Attorney General upon completion of service.	3,500.00		3,500.00	.....do	United States v. Greene and Gaynor et al.
Bateman, U. S. (Oct. 1, 1906).	Special assistant United States attorney, New Mexico.	\$500 for service at April term of court; compensation for subsequent service to be determined by Attorney General.	400.00		400.00	.....do	Oleomargarine cases.
			1,000.00		1,000.00	.....do	United States v. Tallmadge, Chester, McKinstry, and Young.

Barnett, Wm. H. (Apr. 23, 1908).	Special assistant United States attorney, North Dakota.	\$1,200 per annum.	130.00	18.60	146.60	Pay of special assistant attorneys, United States courts.	United States v. John Schatt; United States v. J. B. Stoddard; United States v. Northern Pacific Ry. Co.; and such other cases as may be assigned to him.
Beach, M. H.: Sept. 7, 1905.	Special assistant to Attorney General.	\$6,000 per annum up to July 1, 1906; after that date compensation to be determined by Attorney General upon completion of service.	15,000.00	77.65	.....	.....	United States v. Edwin S. Holmes, Jr., Frederick A. Peckham, and Moses Haas, Nos. 24836 and 24837, supreme court, District of Columbia.
Sept. 26, 1908.	Special assistant United States attorney, District of Columbia.	Compensation to be determined by Attorney General upon completion of service (paid \$250 per month on account).	1,300.00	.....	.....	.....	Condemnation of squares 226 to 230, District of Columbia.
Becker, Tracy C. (Oct. 1, 1907).	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	5,500.00	2,863.73	16,377.65 8,363.73	Pay of special assistant attorneys, United States courts.	Oregon and California land-grant cases.
Beck, James M. (May 13, 1904).	.....do.....	.....do.....	11,500.00	688.86	12,188.86	Enforcement of anti-trust laws.	United States v. So-called Paper Trust.
Bantley, A. J. (Oct. 15, 1907).	.....do.....	\$500 for entire service.	500.00	.....	500.00	Pay of special assistant attorneys, United States courts.	Matter of title to land for Locks and Dams 14 and 15, Black Warrior River, Ala., and other cases involving titles.
Bone, H. J. (May 16, 1907).	Special assistant United States attorney, Colorado.	Compensation to be determined by Attorney General upon completion of service.	2,250.00	707.90	2,957.90	.....do.....	Assist in prosecution of persons indicted for fraudulent use of mail in connection with mining schemes.
Brady, T. Jr. (Aug. 14, 1905).	Special assistant United States attorney, Mississippi southern.	Not to exceed \$1,000 for entire service.	1,000.00	.....	1,000.00	.....do.....	"White cap" cases, Franklin County, Miss.
Bratton, U. S. (Sept. 28, 1907).	Special assistant United States attorney, Arkansas eastern.	Compensation to be determined by Attorney General upon completion of service.	450.00	.....	450.00	.....do.....	Assist in two cases against Rella A. Chilwood, etc.
Brown, Everett (Feb. 11, 1907).	Special assistant United States attorney, Texas southern.	.....do.....	.....	146.18	146.18	.....do.....	United States v. C. G. Brewster. Durable classification of xino ore.
Brown, Henry P. (Jan. 29, 1906).	Special assistant United States attorney, Pennsylvania eastern.	.....do.....	5,000.00	18.50	.....	.....do.....	United States v. Henry Lear, President Doylestown National Bank.
Burch, M. C. (June 28, 1905; Sept. 16, 1906).	Special assistant to Attorney General.	\$5,000 per annum.	2,500.00	.....	.....	.....do.....	United States v. George P. Brock, cashier Doylestown National Bank.
			14,999.96	5,206.11	7,518.50 20,206.07	.....do.....	Public and Indian land fraud cases.

Statement of payments made to special assistants to the Attorney General and to United States district attorneys, etc.—Continued.

Name.	Title.	Rate of pay.	Services.	Expenses.	Total.	Appropriation.	Cases.
Burke, Tim F. (Sept. 14, 1907).	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of services.	\$600.00	\$129.10	\$729.10	Pay of special assistant attorneys, United States courts.	Timber and coal land fraud cases in Idaho.
Burleigh, Clarence (Nov. 1907).	Special assistant attorney, Pennsylvania, western.	do.	1,750.00		1,750.00	do	United States v. Pennsylvania Development Co.
Cadwell, D. D.: Jan. 12, 1906.	Special assistant to Attorney General.	\$2,500 per annum.	3,673.61	197.05		do	United States v. Plovman, Circuit Court, District of Idaho; United States v. Rose Anderson et al., Circuit Court, Montana.
July 1, 1907.	Special assistant to Attorney General, and United States attorney, Illinois, northern-southern; Wisconsin, eastern, and Indiana.	do.	2,851.94	414.05		Pay of special assistant attorneys in naturalization cases.	Naturalization cases.
Sept. 25, 1908.	Special assistant United States attorney, District of Columbia.	Compensation to be determined by Attorney General upon completion of services.	1,300.00			Pay of special assistant attorneys, United States courts.	Condemnation squares 228 to 230, District of Columbia.
Call, Jos. H. (June 30, 1905; Apr. 14, 1906).	Special assistant to Attorney General and special assistant United States attorney, California, southern.	do.	5,750.00	219.50	8,465.65 5,969.50	do	United States v. Southern Pacific R. R. and other railroad companies.
Campbell, A. C. (June 20, 1904; May 22, 1906).	Special assistant to Attorney General.	\$10 per diem.	3,200.00	558.05	3,758.05	do	State of Kansas v. State of Colorado; State of Wisconsin v. E. A. Hitchcock.
Campbell, Henry T. (January 1, 1906).	Special assistant United States attorney, southern Florida.	\$15 per diem while engaged in the work.	465.00	139.12	604.12	do	United States v. Helen Post et al.
Campbell, Frank L. (Mar. 22, 1907).	Special assistant to Attorney General.	\$400 per month.	1,305.67		1,305.67	do	Assist in case of State of Kansas v. State of Colorado in United States Supreme Court.
Carlton, O. J. (Dec. 20, 1904).	do.	\$1,800 per annum to Jan. 11, 1906; \$2,000 per annum to Dec. 1, 1906; \$2,500 per annum to Aug. 14, 1907.	4,341.12	107.10	4,448.22	do	United States v. Jos. Dent; City of Mobile v. Mobile, Jackson & Kansas City R. R., etc.
Carter, Aug. M. (Sept. 21, 1898).	do.	Compensation to be determined by Attorney General upon completion of services.	100.00		100.00	do	United States v. Officers of American National Bank, Abilene, Tex.

Casey, J. H.: Jan. 10, 1906.....	Special assistant United States attorney, Massachusetts.....	\$1,550 for entire service.....	1,550.00	.....	.....	.....	do.....	United States v. Geo. M. Foster and Jno. W. Dickinson.
June 25, 1904.....	do.....	Compensation to be determined by Attorney General upon completion of services.....	4,250.00	.....	.....	.....	do.....	United States v. Samuel Grunberg et al., and other cases.
Clark, Henry C. (Mar. 24, 1906).	Special assistant United States attorney, Colorado.....	\$100 per month.....	600.00	84.30	5,900.00	.....	do.....	United States v. Denver & Rio Grande R. R. Co.
Cobb, Jas. A. (Nov. 11, 1907).	Special assistant United States attorney, District of Columbia.....	\$2,000 per annum.....	2,594.44	.....	2,594.44	.....	do.....	Pure food cases, etc.
Cohen, Julius H. (Jan. 4, 1906).	Special assistant United States attorney, New York, southern.....	Compensation to be determined by Attorney General upon completion of services.....	50.00	6.00	56.00	.....	do.....	United States v. Richard Cohen et al.
Cole, Chas. F. (Nov. 23, 1906).	Special assistant United States attorney, Arkansas, eastern.....	Not to exceed \$50.....	50.00	.....	50.00	.....	do.....	United States v. Abe Knight and W. R. Gray.
Collier, Wm. (May 24, 1909).	Special assistant to Attorney General.....	\$250 per month.....	1,250.00	.....	1,250.00	.....	do.....	Counsel for Mission Indians of southern California.
Conrad, Holmes (Jan. 25, 1908).	do.....	Compensation to be determined by Attorney General upon completion of services.....	10,500.00 9,000.00	.....	.....	.....	do.....	Post-Office fraud cases.
Cooke, Levi (Sept. 21, 1906).	Special assistant United States attorney, Massachusetts.....	\$150 for entire service.....	150.00	63.85	19,500.00 213.85	.....	do.....	United States v. Crawford, Green, and Doremus.
Cooley, A. W. (Oct. 10, 1908).	Special assistant to Attorney General.....	Compensation to be determined by Attorney General upon completion of service.....	800.00	.....	800.00	.....	do.....	Cases of Newhall v. Gill and Preston v. Gill.
Cowper, T. D.....	Foreign counsel.....	\$300 for entire service.....	66.70	54.95	121.65	.....	do.....	Special cases assigned to him.
Cranston, E. M. (Mar. 25, 1908).	Special assistant United States attorney, New York, southern.....	\$125 per month.....	300.00	8.85	308.85	.....	do.....	Extradition proceedings against Baltz & Riley.
Crim, J. W. H. (May 11, 1908).	Special assistant United States attorney, New York, southern.....	Compensation to be determined by Attorney General upon completion of service.....	3,375.00	93.77	3,468.77	.....	do.....	United States v. Ute Coal & Coke Co.
Critchlow, Edw. B. (Nov. 4, 1906).	Special assistant United States attorney, Utah.....	Compensation to be determined by Attorney General upon completion of service.....	825.00	.....	825.00	.....	do.....	All in investigation and preparation for trial of trust cases.
Crow, E. C. (Nov. 24, 1906).	Special assistant to Attorney General.....	.....	5,000.00	.....	5,000.00	.....	do.....	United States v. Pleasant Valley Coal Co., United States v. Utah Fuel Co.
Crutchfield, Geo. A. (June 25, 1907).	do.....	\$2,500 per annum.....	1,430.56	119.93	1,550.49	.....	do.....	Assist in conducting proceedings against St. Louis Terminal Association.
						.....	do.....	Naturalization matters.

Statement of payments made to special assistants to the Attorney General and to United States district attorneys, etc.—Continued.

Name.	Title.	Rate of pay.	Services.	Expenses.	Total.	Appropriation.	Cases.
Currey, Lemuel A.	British counsel.	Employed by Department of Commerce and Labor. Employed to represent Harry M. Turner in Canada. Compensation to be determined.	\$452.60		\$452.00	Miscellaneous expenses United States courts.	Anastases Papageorgiou v. Harry M. Turner, extradition case.
Cushman, E. C. (July 19, 1904, and Jan. 25, 1905).	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	100.00	\$4.70		Pay of special assistant attorneys, United States courts.	United States v. Wm. Cartier.
Do.	do.	\$3,000 per annum.	2,983.33	1,118.30	4,101.63	do.	United States v. Jno. Lynch, and other cases.
Davis, Benj. (Sept. 9, 1905).	Special assistant United States attorney, Illinois, northern.	\$200 per month.	1,533.33		1,533.33	Enforcement of anti-trust laws.	United States v. Echlinings, and other cases.
Dempsey, S. Wallace (Dec. 7, 1906).	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	16,243.47	1,431.73	17,675.20	do.	United States v. Armour & Co. et al., United States v. Saml. Well et al.
Dennistoun, R. M.	Foreign counsel.		469.75	17.00	486.75	Pay of special assistant attorneys, United States courts.	United States v. Standard Oil Co., United States v. Vacuum Oil Co.
Dohyus, Fletcher (Jan. 4, 1897).	Special assistant United States attorney, Illinois, northern.	\$350 per month.	5,203.33	78.80	5,282.13	Enforcement of anti-trust laws.	Foreign counsel case of the King v. Geo. E. Foulkes.
Duryea, Frank A. (Nov. 14, 1905).	Special assistant United States attorney, California, northern.	\$1,800 per annum.	2,121.35			Pay of special assistant attorneys, United States courts.	United States v. American School Furniture Co.
Dyer, Horace L. (May 1, 1907).	Special assistant United States attorney, Missouri, eastern.	Compensation to be determined by Attorney General upon completion of service.	866.27		2,967.62	Pay of assistant attorneys in naturalization cases.	Naturalization frauds, California, northern (Kanech, Unvested, Savage, and others).
Eaton, Amasa M. (Dec. 15, 1906).	Special assistant United States attorney, Rhode Island.	do.	800.00		800.00	Pay of special assistant attorneys, United States courts.	United States v. Fred May, United States v. J. R. Morris.
Eddy, L. H. (Nov 8, 1906).	Special assistant United States attorney, California, southern.	\$4 per day when actually employed.	150.00		150.00	do.	Joseph Wharton, plaintiff in error, v. United States.
			464.00	547.65	1,011.65	Enforcement of anti-trust laws.	United States v. A. T. & S. F. Ry. Co.

Engerud, Edw. (Oct. 1, 1907).	Special assistant United States attorney, North Dakota.	\$200 per month.....	533.33	26.35	569.68	Pay of special assistant attorneys, United States courts.	United States v. N. Pac. Ry. Co., etc.
Enright, Jos. C. (May 18, 1906).	Special assistant United States attorney, Vermont.	\$25 per day; not to exceed \$100.	75.00		75.00	do.....	United States v. 5,000 Pounds Wool (Vermont).
Erwin, Marion (June 25, 1901).	Special assistant to Attorney General.	\$5,000 per annum.....	17,550.00	6,849.29		do.....	United States v. Carter, Greene, Gaynor, et al. Do.
Ewert, Paul A. (Oct. 22, 1905).	do.....	\$250 per month.....	723.80	276.30		Miscellaneous expenses, United States courts.	To assist in prosecution of suits to set aside deeds made to certain allotments, Quapaw Indian Agency.
Farnell, Frank (Feb. 19, 1906).	Special assistant United States attorney, Rhode Island.	\$6 per day and 10 cents a folio for transcribing stenographic notes.		363.69		Suits for removal of lands, Five Civilized Tribes.	Franklin bankrupcy cases v. Ben Comstock et al.
Fox, Duane E. (Feb. 2, 1903; Aug. 2, 1906; Feb. 4, 1906).	Special assistant United States attorney, Michigan, western.	Compensation to be determined by Attorney General upon completion of service.	118.80		118.80	Pay of special assistant attorneys, United States courts.	In matter of instituting suit against the Chandler Dunbar Water Power Co.
Frost, A. N. : May 16, 1908.	Special assistant to Attorney General.	\$1,200 per annum.....	843.33	1,036.16		do.....	Investigations and prosecutions, national banking laws.
Aug. 14, 1908	do.....	\$1,800 per annum.....	1,200.00	136.51		Enforcement of anti-trust law.	Asset investigation relative to alleged combination of persons engaged in steel construction in New England.
Garner, A. E. (Dec. 20, 1904).	Special assistant United States attorney, Tennessee, middle.	Compensation to be determined by Attorney General upon completion of service.	500.00	112.18		do.....	United States v. So-called Tobacco Trust.
Gauss, H. C. (Feb. 1, 1909)...	Special assistant to Attorney General.	\$3,500 per annum.....	291.67		291.67	Pay of special assistant attorneys, United States courts.	In charge of administrative details and cases that may be assigned him.
Gelman, C. P. (May 9, 1907).	Special assistant United States attorney, Colorado.	No compensation under this appointment, except per diem as stenographer employed to take testimony (charged \$10 per day).	400.00		400.00	do.....	United States v. New Mexico Lumber Co., etc.
Goodwin, F. M. (Sept. 4, 1907).	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service (paid \$333.33 per month on account).	174.00	126.85		do.....	Timber and coal land frauds.
Gordon, Peyton (July 2, 1907; Sept. 23, 1907, and Oct. 1, 1908).	do.....		6,243.33	2,473.75		do.....	Land-fraud cases.

Statement of payments made to special assistants to the Attorney General and to United States district attorneys, etc.—Continued.

Name.	Title.	Rate of pay.	Services.	Expenses.	Total.	Appropriation.	Cases.
Glasse, Henry H. (Nov. 6, 1907).	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service, not exceeding \$250.	\$250.00	.....	\$250.00	Pay of special assistant attorneys, United States courts.	Assist in case of H. O. Houghton, trustee, Geo. F. Mifflin, J. Murray Kayser, and others, v. Geo. B. Cortelyou.
Graves, J. H.: Apr. 19, 1906, Tennessee, middle; Jan 21, 1908, New York, northern; Oct. 9, 1907, New York, southern; July 17, 1906, New York, western; July 20, 1906, Minnesota; Mar. 4, 1908, Ohio, northern; Feb. 25, 1906, District of Columbia.	Special assistant United States attorney, Tennessee, middle; New York, northern, southern, and western; Minnesota; Ohio, northern; District of Columbia; and special assistant to Attorney General.	None other than that as assistant attorney.	.....	\$3,077.99	.....	Enforcement of anti-trust law.	Fertilizer trust. Seven-pipe trust. Powder trust, electrical trust, Standard Oil case.
Nov. 26, 1907, June 11, 1908, Aug. 31, 1908. Gregg, W. S. (June 15, 1907).	Special assistant to Attorney General. Special assistant United States attorney, Pennsylvania, eastern, middle; New Jersey, Delaware, and Maryland.	\$3,500 per annum..... \$2,500 per annum.....	1,750.00 4,082.50	854.07 1,117.96	5,682.06 5,180.46	Pay of special assistant attorneys in naturalization matters.	Naturalization matters.
Gresham, Jas. E.: Dec. 11, 1907, Oklahoma, eastern, and Aug. 5, 1908, Oklahoma, eastern.	Special assistant United States attorney, Oklahoma, eastern.	Compensation to be determined by Attorney General upon completion of service. \$250 per month.....	250.00 1,464.67	.....	.....	Pay of special assistant attorneys, United States courts.	United States v. J. C. Wilcox et al.
Oct. 1, 1908, special assistant to Attorney General.	Special assistant United States attorney, Oklahoma, eastern, and special assistant to Attorney General.	.....do.....	6,741.67	268.80	1,716.67 7,025.47	Suits for removal of restrictions allotted hands Five Civilized Tribes. Enforcement of anti-trust laws.	Assist in prosecution of suits to cancel patents to restricted Indian lands. Tobacco trust.
Grosvenor, E. T. (May 31, 1906, New York, southern; July 3, 1905, special assistant to Attorney General; July 3, 1906, special assistant to Attorney General.) Hall, Frank (May 6, 1907; Aug. 15, 1907; and May 1, 1908.	Special assistant United States attorney, New York, southern, and special assistant to Attorney General. Special assistant to Attorney General.	\$100 per month to Aug. 15, 1907; \$150 per month to May 1, 1908; \$2,400 per annum from latter date.	3,100.00	1,967.88	5,067.88	Pay of special assistant attorneys, United States courts.	United States v. New Mexico Lumber Co. and others.

Hanchett, F. G. (Apr. 1, 1908).	Special assistant United States attorney, Illinois, northern.	\$350 per month.	3,850.00		3,850.00	Enforcement of anti-trust laws.	United States v. Standard Oil Co., Atchison, Topeka & Santa Fe Ry. Co. So-called Drug Trust.
Harris, Addison (July 31, 1908).	Special assistant United States attorney, Indiana.	Compensation to be determined by Attorney General upon completion of service.	3,750.00		3,750.00	do.	
Harr, Wm. R.: Jan. 1, 1904; Nov. 16, 1906; Feb. 11, 1908.	Special assistant to Attorney General.	\$2,400 per annum to Nov. 16, 1906; \$2,750 per annum to Feb. 11, 1908; \$3,000 per annum to July 1, 1908.	8,215.97	549.36		Pay of special assistant attorneys, United States courts.	Cases of W. A. Clarke and others, general proprietors, eastern division New Jersey, v. Wm. Williams, Commissioner Immigration; investigation of conduct Wm. G. Wheeler, United States attorney, Wisconsin, western.
Aug. 5, 1906.	Special assistant United States attorney, Oklahoma.	Compensation to be determined by Attorney General upon completion of service.		95.48		Prosecution of crimes.	Charge of litigation, account of Thos. A. Neel.
Harmon, Judson (Feb. 14, 1906).	Special assistant to Attorney General.	do.	4,000.00			Enforcement of anti-trust laws.	Conducting proceedings against Atchison, Topeka & Santa Fe Ry. Co. United States v. W. Brown.
Healy, Thos. D. (Sept. 23, 1904).	Special assistant United States attorney, Iowa, northern.	\$600 and expenses (2 trials).	{ 600.00 600.00	47.38 40.19		Pay of special assistant attorneys, United States courts.	
Henry, F. J.: Nov. 7, 1903; Oct. 18, 1904; Oregon. Nov. 7, 1903; Feb. 23, 1904; Oct. 18, 1904; Dec. 2, 1905; June 13, 1906.	Special assistant to Attorney General and special assistant United States attorney, Oregon.	Compensation to be determined by Attorney General upon completion of service.	52,500.00	1,215.65	53,715.65	do.	United States v. Hyde, Dimond, Benson & Hermann; United States v. Peeter, McKinley, Ware, et al.; United States v. Ormsby, Herman, Williamson, et al. Tobacco Trust.
Hill, E. N. (Nov. 9, 1906).	Special assistant to Attorney General.	do.	7,000.00	3,075.00	10,075.00	Enforcement of anti-trust laws.	
Hitte, D. R. (Apr. 5, 1907).	Special assistant United States attorney, Kansas.	\$10 per day for 15 days.	150.00		150.00	Pay of special assistant attorneys, United States courts.	United States v. Uncle Sam Oil Co. and other cases.
Howard, Robt. A.: Dec. 16, 1904.	Special assistant to the Attorney General.	\$3,000 per annum.	9,000.00			do.	Andrew H. Hayward v. United States; Chiscolm et al. v. United States (C. Cls.). Investigating irregularly officials United States penitentiary, Atlanta, Ga.
Apr. 13, 1906.	Special assistant attorney.	No compensation other than that as special assistant to the Attorney General.		73.25		Traveling and miscellaneous expenses, Department of Justice.	
Hoyt, Henry M. (Nov. 8, 1906).	Special assistant United States attorney, Washington, western.	No compensation other than that as United States attorney, second Alaska.		364.03	9,073.25 364.03	Pay of special assistant attorneys, United States courts.	Investigation of alleged crimes of certain capitalists of whaling vessels.

Statement of payments made to special assistants to the Attorney General and to United States district attorneys, etc.—Continued.

Name.	Title.	Rate of pay.	Services.	Expenses.	Total.	Appropriation.	Cases.
Huddy, Geo. H., Jr. (Oct. 25, 1907).	Special assistant United States attorney, Rhode Island.	Compensation to be determined by Attorney General; not to exceed \$500.	\$500.00	.....	\$500.00	Pay of special assistant attorneys United States courts.	United States v. Comstock; United States v. Lamson, etc.
Hughes, Chas. E. (Apr. 17, 1906).	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	1,000.00	.....	1,000.00	Enforcement of anti-trust laws.	Investigation of transportation and sale of coal in Interstate commerce.
Hughes, Wm. J. (Nov. 17, 1907).	.....do.....	\$3,250 per annum.....	8,513.84	\$575.84	9,089.84	Pay of special assistant attorneys, United States courts.	State of Texas v. Edgar Jackson et al.
Humphrey, Jas. E. (Nov. 25, 1907).	.....do.....	Compensation to be determined by Attorney General upon completion of service.	500.00	286.05	786.05	.....do.....	Case of Bettle Ligon et al., appellants, v. Douglas H. Johnson.
Husted, Glenn E. (Feb. 16, 1909).	.....do.....	\$3,000 per annum.....	125.00	.....	125.00	Enforcement of anti-trust laws.	United States v. Union and Southern Pacific Ry. Cos. et al.
Hutchins, F. E. (Jan. 1, 1905).	.....do.....	.....do.....	11,250.00	.....	11,250.00	Protecting interests of United States in suits affecting Pacific railroads.	Pacific R. R. matters.
Hutton, Wm. E. (Feb. 21, 1905).	Special assistant United States attorney, Colorado.	Compensation to be determined by Attorney General upon completion of service.	300.00	34.80	334.80	Pay of special assistant attorneys, United States courts.	United States v. McDaniels; United States v. Ute Coal & Coke Co.; United States v. Klee and other cases.
Jarvis, Thos. J. (Aug. 5, 1907).	Special assistant United States attorney, North Carolina, eastern.	.....do.....	500.00	.....	500.00	.....do.....	Peonage case v. E. A. Kilne.
Johnson, Ligon (July 29, 1907).	Special assistant to Attorney General.	.....do.....	4,500.00	1,000.73	5,500.73	.....do.....	United States v. The Mountain Copper Co.
Johnson, R. H. (Jan. 6, 1908).	Special assistant United States attorney, Idaho.	.....do.....	50.00	.....	50.00	.....do.....	Taking depositions of N. M. Rinck in proceedings of extradition of Barber and Moon.
Judson, Frederick N. (Feb. 14, 1905).	Special assistant to Attorney General.	.....do.....	4,000.00	.....	4,000.00	Enforcement of anti-trust laws.	Conducting proceedings against Addison, Topeka & Santa Fe Ry. Co.
Kapes, L. A. (Sept. 6, 1907).	Special assistant United States attorney, Illinois, eastern.	No compensation other than that as assistant attorney, Illinois, northern.	.....	9.08	9.08	Pay special assistant attorneys, United States courts.	Aid in naturalization and other proceedings.
Kellogg, Franklin (May 13, 1904, and July 24, 1905).	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of services.	7,000.00	7,044.02	.....	Enforcement of anti-trust laws.	United States v. Paper Trust.
			31,000.00	15,644.57	.....	.....do.....	United States v. Standard Oil Co. and Union Pacific R. R. case.
					60,688.59		

Kemp, Jno. A.	Special assistant United States attorney, New York, southern.	\$3,500 per annum	304.28	304.28	Pay of special assistant attorneys, United States courts.	United States v. Buhm, Kohns and Bower et al.
Knebel, Ernest: Jan. 1, 1906, Colorado (\$2,400).	Special assistant United States attorney, Colorado.	\$2,400 per annum	2,400.00		do.	United States v. Ute Coal & Coke Co. et al., and other cases.
Jan. 1, 1907	Special assistant to Attorney General.	\$3,600 per annum	4,800.00	208.18	do.	Land fraud cases in Wyoming and Colorado, Union Pacific Coal Co. land frauds.
June 10, 1908, Colorado (\$50 p. d.).	Special assistant United States attorney, Colorado.	\$50 per diem, not exceeding \$1,000 for total compensation.	1,000.00	33.00	do.	United States v. Fred Light; United States v. Zimmerman; United States v. Joe Menden.
Knebel, Jno. H. (Dec. 23, 1902).	do.	Compensation to be determined by Attorney General upon completion of services.	2,391.25		Pay of special assistant attorneys, United States courts.	United States v. Denver & Rio Grande R. R. Co.
Kratz, Jno. A.: Dec. 26, 1906.	Special assistant to Attorney General.	\$2,500 per annum	1,847.22		do.	United States v. J. J. McCaskey & Co.; United States v. Ernest Richards et al.
Oct. 16, 1907.	Special assistant United States attorney, Massachusetts.	Compensation to be determined by Attorney General upon completion of services.	4,000.00	437.36	Enforcement of anti-trust laws.	United States v. New York, New Haven & Hartford R. R. Co.; United States v. Steel Combination in New England.
Crum, Chester H.: Feb. 21, 1907.	Special assistant United States attorney, Missouri, eastern.	do.	2,750.00		Pay of special assistant attorneys, United States courts.	United States v. E. G. Lewis et al.
Nov. 24, 1906.	Special assistant to Attorney General.	do.	5,000.00		Enforcement of anti-trust laws.	Assistant in conducting proceedings against St. Louis Terminal R. R. Association.
Lesken, Wm. R. (Jan. 8, 1904).	do.	do.		60.40	Pay of special assistant attorneys, United States courts.	United States v. J. J. Brulson et al.
Lawrence, E. W. (Aug. 14, 1906).	do.	\$3,000 per annum	1,225.00	40.55	do.	United States v. Jno. F. Shipp et al.
Lehmann, F. W. (Oct. 19, 1900).	do.	Compensation to be determined by Attorney General upon completion of services.	500.00	.94	do.	United States v. D. P. Dyer, Jr.
Lee Frank: Aug. 16, 1905.			450.00	85.10	do.	United States v. Lake Oshito and other cases.
Aug. 23, 1906.	Special assistant United States attorney, Indian Territory, central.	\$150 per month	1,350.00	308.60	do.	United States v. Lake Oshito.
Jan. 4, 1907			375.00	89.75	do.	United States v. Phileason Jusan; United States v. Jm Kanamys; United States v. Ben Jordan.
				2,656.45		

Statement of payments made to special assistants to the Attorney General and to United States district attorneys, etc.—Continued.

Name.	Title.	Rate of pay.	Services.	Expenses.	Total.	Appropriation.	Cases.
Leahy, H. A. (Aug. 9, 1906, and Oct. 1, 1908).	Special assistant United States attorney, Oklahoma, eastern.	\$3,000 per annum to Oct. 1, 1908; \$250 per month after that date.	\$1,441.67	.....	\$1,441.67	Suits for removal of restrictions allotted Bands Five (civilized Tribes).	Assistant in prosecution of suits to cancel patents to restricted Indian lands.
Levitt, B. A. (June 10, 1907).	Special assistant to Attorney General.	Compensation for this service not to exceed \$250.	250.00	\$2.00	252.00	Pay of special assistant attorneys, United States courts.	United States v. Komada (Saxe case).
Levy, F. H. (Dec. 1, 1908; Mar. 27, 1909; July 2, 1906).	Special assistant United States attorney, New York, southern, and special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	5,200.00	2,450.00	7,650.00	Enforcement of anti-trust laws.	Tobacco Trust.
Lewis, H. C. (June 28, 1906).	Special assistant to Attorney General.	\$2,250 per annum to July 1, 1906; \$2,500 per annum to July 1, 1908.	7,250.00	605.63	7,945.63	Pay of special assistant attorneys, United States courts.	United States v. Rio Grande Dam & Irrigation Co.; United States v. Denver & Rio Grande R. Co.; United States v. Samuel W. Gabe et al. and other cases.
July 1, 1906.			.....	83.70	83.70	.....do	United States v. E. Spencer Blackburn.
Lewis, Lunsford L. (June 22, 1906).	Special assistant United States attorney, North Carolina, western.	"Nunc pro tunc" appointment, compensation none other than that received as United States attorney.	.....	83.70	83.70	.....do	Land fraud cases against Tallmadge Land Co.
Llewellyn, W. H. H. (Nov. 23, 1907).	Special assistant United States attorney, New Mexico.	\$4,000 per annum.	4,655.55	687.02	5,342.57	.....do	Idaho land fraud cases.
Llbbv, C. H. (Sept. 19, 1907).	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	540.00	.....	540.00	.....do	United States v. Denver & Rio Grande R. R.; United States v. Ute Coal and Coke Co.; United States v. Trinidad Coal & Coke Co., and other cases.
Long, E. H. (May 3, 1904; Jan. 31, 1906; Mar. 1, 1907).	Special assistant United States attorney, Colorado, and special assistant to Attorney General.	\$150 per month to Feb. 8, 1906; \$2,100 per annum to Mar. 1, 1907; \$2,400 per annum from that date.	8,067.50	3,955.46	12,022.96	.....do	In the matter of deportation of Joe Chew and certain other Chinamen.
Lott, Jno. L. (Sept. 8, 1903; Sept. 12, 1904).	Special assistant to Attorney General.	\$3,000 per annum.	1,125.00	135.26	1,260.26	.....do	United States v. W. F. Irwin and others.
Lusk, Jno. A. (July 10, 1907).	Special assistant United States attorney, Alabama, northern.	Compensation to be determined by Attorney General upon completion of service.	250.00	.....	250.00	.....do	

Marx, Joel M. (June 25, 1904, and Feb. 2, 1905).	Special assistant United States attorney, New York, southern.	\$225 per month; modified to \$150 per month not to exceed 4 months.	225.00	.....do.....	Naturalization fraud cases.
Matteson, Wm. A. (Jan. 10, 1905).	Special assistant United States attorney, New York, northern.	\$20 per day on case and \$50 per day on trial.	3,860.00	.....do.....	United States v. Mammoning C. Palmer.
Maynard, Fred A. (Jan. 27, 1906; Aug. 17, 1907; Feb. 2, 1909).	Special assistant to Attorney General.	\$15 per diem while necessarily traveling or investigating and preparing cases; \$20 per diem while examining witnesses before commissioners; \$4,000 per annum after Sept. 1, 1907.	16,601.66	Pay of special assistant attorneys, United States courts.	United States v. Wm. A. Clark (several cases), United States v. Cobban et al., United States v. Daly et al., United States v. Detroit Timber & Lumber Co., and coal land frauds in Utah, Wyoming, Nevada, Colorado and New Mexico.
McMaster and Hickson and Campbell.	British counsel.....	Compensation to be determined by Attorney General upon completion of service.	4,176.57	.....do.....	United States v. Chas. C. Browne, customs examiner extradition case.
McMaster and Hickson.....	.....do.....	.....do.....	.....do.....	Miscellaneous expenses United States courts.	United States v. Green and Gaynor extradition case.
Meyers, E. J. (Oct. 26, 1906).	Special assistant United States attorney, New York, southern.	.....do.....	15,000.00 15,000.00	Pay of special assistant attorneys, United States courts.	United States v. Leon Wechsler, United States v. Kaseb, Oshinsky, and others.
Miller, Chas. W. (July 31, 1906).	Special assistant United States attorney, Indiana.	.....do.....	3,750.00	Enforcement of anti-trust laws.	United States v. So-called Drug Trust.
Miller, Hugh G. (Dec. 4, 1908).	Special assistant to Attorney General.	.....do.....	1,000.00	Pay of special assistant attorneys, United States courts.	In case People of New York v. New Jersey and Pussac Valley Beverage Commissioners.
Mordcaul, T. M. (Feb. 20, 1901).	Special assistant United States attorney, South Carolina, southern.	.....do.....	2,500.00	.....do.....	United States v. Adam Tuno.
Morrison, Chas. B. (Sept. 6, 1906).	Special assistant to Attorney General.	.....do.....	31,000.00	Enforcement of anti-trust laws.	United States v. Standard Oil Co.
Motter, Edwin C. (Aug. 3, 1908).	Special assistant United States attorney, Oklahoma, eastern.	.....do.....	950.00	Suits for removal restrictions allotted lands Five Civilized Tribes.	Assist in prosecution of suits to cancel patents to restricted Indian lands in Oklahoma.
McRair, A. MacD.....	Special assistant to Attorney General.	.....do.....	1,187.50	Pay of special assistant attorneys, United States courts.	Oregon land-grant cases.
McCormick, R. H.....	Special assistant attorney, Illinois, northern.	\$2,500 per annum.....	2,291.66	Enforcement of anti-trust laws.	United States v. N. Y. C. & St. L. R. Co., L. V. R. Co., American Seating Co.
McHarg, Ormsby (July 10, 1907).	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	3,416.67	Pay of special assistant attorneys, United States courts.	Matters relating to New Mexico land cases.

Statement of payments made to special assistants to the Attorney General and to United States district attorneys, etc.—Continued.

Name.	Title.	Rate of pay.	Services.	Expenses.	Total.	Appropriation.	Cases.
McNabb, Chas. E. (Dec. 6, 1907).	Special assistant to Attorney General.	\$2,500 per annum.	\$1,284.72	.....	\$1,284.72	Pay of special assistant attorneys, United States courts.	United States v. One Silk Rug and other cases.
McReynolds, J. C. (Feb. 8, 1907, and Feb. 24, 1908).	do.	\$16,000 per annum.	33,333.33	\$837.65	34,170.98	Enforcement of anti-trust laws.	United States v. Tobacco Trust.
Nagel, Chas. (Nov. 24, 1905).	do.	Compensation to be determined by Attorney General upon completion of service.	3,500.00	.....	3,500.00	do.	United States v. Reading Co. Conduct proceedings against St. Louis Terminal R. R. Association.
Neville, Jas. H. (Sept. 2, 1904).	Special assistant United States attorney, Mississippi, southern.	\$1,500 for entire service.	1,500.00	.....	1,500.00	Pay of special assistant attorneys, United States courts.	United States v. Leggett et al.
Nields, Jno. P. (Apr. 1, 1907).	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	2,000.00	615.08	2,615.08	do.	United States v. Pickett et al.
Norton, Wm. A. (Aug. 28, 1907).	do.	\$250 per month.	4,500.00	1,666.06	6,166.06	do.	Honduras Lottery cases.
Nutter, R. W. (Oct. 16, 1907).	Special assistant United States attorney, Massachusetts.	\$3,000 per annum.	4,083.33	3.25	4,086.58	Enforcement of anti-trust laws.	United States v. Wisconsin Fuel Co. and other cases.
Ogden and Brooks (July 7, 1905).	Special assistant United States attorneys, Texas, western.	Compensation to be determined upon completion of service.	750.00	.....	750.00	Pay of special assistant attorneys, United States courts.	United States v. New York, New Haven & Hartford R. R. Co.
Owen, W. C. (Feb. 3, 1908).	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	900.00	187.57	1,087.57	do.	United States v. Jas. Y. Dashell.
Pagan, O. E. (Oct. 1, 1904; May 4, 1905; Nov. 21, 1906; Apr. 9, 1908; June 30, 1906; Mar. 26, 1907; Oct. 21, 1907).	Special assistant to Attorney General and special assistant United States attorney, Illinois, northern.	Compensation to be determined by Attorney General upon completion of service.	15,416.67	4,409.38	.....	Enforcement of anti-trust laws.	United States v. First National Bank, Ladysmith, Wis.
Parker, Luman F., Jr. (June 11, 1908).	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	150.00	94.46	20,073.56	Pay of special assistant attorneys, United States courts.	United States v. Lottery traffic and in cases pertaining to public-land frauds.
Parkin, Harry A. (Jan. 17, 1907).	Special assistant United States attorney, Illinois, northern.	\$2,500 per annum.	3,000.00	.....	244.46	do.	United States v. Beef Trust, Tobacco Trust, Fertilizer Trust, Standard Oil Co., and other cases.
Perry, W. C. (Nov. 21, 1902).	Special assistant to Attorney General.	Compensation to be determined; not to exceed \$1,000.	1,500.00	.....	3,000.00	Enforcement of anti-trust laws.	Litigation in eastern and western district of Oklahoma.
					1,800.00	Pay of special assistant attorneys, United States courts.	United States v. New York Central & St. Louis Ry. Co., rebate case.
							United States v. Missouri, Kansas & Texas Ry. Co.

Pieble, Geo. M. (Nov. 12, 1906).	Special assistant United States attorney, Tennessee, eastern.	Compensation to be determined by Attorney General upon completion of service.	800.00		800.00	.....do	United States v. R. B. Oliver for violation of section 5825 United States Statutes.
Pitkin, R. J. (July 31, 1907).	Special assistant United States attorney, Colorado.	Total compensation for 6 months to be \$1,000.	999.99	6.60	1,006.59	.....do	Condemnation of post-office site, Denver and other cases.
Porter, Gilbert H. (Jan. 4, 1907).	Special assistant United States attorney, Maryland.	\$6 per diem, not to exceed 60 days.	876.00	328.70	1,204.70	Pay of special assistant attorneys, United States courts.	United States v. J. H. Seward et al.
Pradt, L. A. (Jan. 30, 1906).	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	520.00		520.00	.....do	United States v. Milliken Imp. printing Co., No. 27.
Pugh, A. B.: Dec. 18, 1903.	Special assistant United States attorney, District of Columbia.	\$300 per month to Oct. 1, 1907.	5,455.00	551.09	6,006.09	.....do	United States v. Hyde, Benson, et al.
Oct. 1, 1907.	Special assistant to Attorney General.	\$395 per month to Jan. 1, 1908; \$300 per month after that date.	8,835.18	2,461.46	11,316.64	.....do	United States v. S. S. Schwartz and other cases, "Peonage cases."
Quackenbush, Mary G. (Oct. 29, 1906).	Special assistant United States attorney, New York, southern.	Compensation to be determined by Attorney General; not to exceed \$100 per week for time engaged on work.	2,000.00		2,000.00	Enforcement of anti-trust laws.	United States v. Milwaukee Refrigerator Transit Co. et al.
Quarles, Chas. (July 28, 1905).	Special assistant United States attorney, Wisconsin, eastern.	Compensation to be determined by Attorney General upon completion of service.	4,566.67	21.70	4,588.37	Pay of special assistant attorneys, United States courts.	Litigation referred by the Interior and other departments.
Richards, A. A. (Feb. 8, 1908).	Special assistant to Attorney General.	Compensation to be determined by Attorney General and paid on account at rate of \$4,000 per annum.	700.00	198.82	898.82	.....do	Peonage cases.
Reese, R. Pope (Dec. 26, 1906).	Special assistant United States attorney, Florida, northern.	\$200 per month to Mar. 1, 1907; \$4,000 per annum to Nov. 1, 1908; \$5,000 per annum after that date.	4,320.00	119.30		.....do	Land-fraud cases.
Rush, S. R.: May 11, 1905.	Special assistant United States attorney, Nebraska.		7,916.63	1,615.94	13,971.87		United States v. Bartlett Richards, Wm. C. Comstock, and Chas. C. Jameson, and other cases.
April 19, 1906.	Special assistant to Attorney General.					Enforcement of anti-trust laws.	United States v. Fertilizer Trust, United States v. Virginia-Carolina Chemical Co.
Sanford, E. T. (June 11, 1906).	.....do	Compensation to be determined by Attorney General upon completion of service.	5,000.00	745.00	5,745.00		

Statement of payments made to special assistants to the Attorney General and to United States district attorneys, etc.—Continued.

Name.	Title.	Rate of pay.	Services.	Expenses.	Total.	Appropriation.	Cases.
Scarlet, Jas. (Nov. 13, 1907).	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	\$5,500.00		\$5,500.00	Enforcement of anti-trust laws.	United States v. Powder Trust
Schwartz, Henry H. (Jan. 2, 1907).	do.	\$2,400 per annum.	493.33		493.33	Pay of special assistant attorneys, United States courts.	Public-land-fraud cases in Wyoming, Montana, and Colorado.
Sharps, Joshua W. (Dec. 29, 1906).	Special assistant United States attorney, Pennsylvania, middle.	\$200, which will cover all expenses except in trial of cases on appeal.	200.25		200.25	do	Confederation postoffice site at Chambersburg, Pa.
Shepherd, J. H. (June 11, 1908).	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service. (Paid at rate of \$4,500 per annum.)	375.00 2,737.50	\$854.05 447.38		do	Litigation in eastern and western district of Oklahoma.
Sheppard, Wm. B. (Mar. 26, 1907).	do.	Not more than that as United States attorney, Florida.		157.58	4,413.93 157.58	Suits for removal of restrictions, allotted trials, Five Civilized Tribes.	Pennage cases, northern Georgia.
Shroder, Wm. J. (Sept. 17, 1906).	Special assistant United States attorney, Indiana.	Compensation to be determined by Attorney General upon completion of service.	500.00	143.33	643.33	Pay of special assistant attorneys, United States courts.	United States v. So-called Drug Trust.
Simpson, Alex., Jr. (Apr. 17, 1906).	Special assistant to Attorney General.	do.	4,000.00	570.05	4,570.05	do	Aid in investigation in transportation of coal in interstate commerce.
Sleeper, D. L. (Oct. 7, 1908).	Special assistant United States attorney, Oklahoma, eastern.	do.	250.00	53.56	303.56	Pay of special assistant attorneys, United States courts.	United States v. Wycliff Bros., murder of deputy marshal.
Smith, Jas. Esaby (Feb. 28, 1907).	Special assistant to Attorney General.	do.	500.00		500.00	do	United States v. Thos. M. Field.
Smith, W. Wickham (Jan. 9, 1902).	do.	do.	24,500.00		24,500.00	do	United States v. Rosenthal and Cohn, United States v. Rosenthal, United States v. Brown.
Soper, Filney L. (July 14, 1902).	do.	do.		13.69	13.69	do	Seminole losses claims.
Spelling, T. C. (Feb. 21, 1908).	do.	Compensation to be determined by Attorney General upon completion of service. (Paid on account at the rate of \$300 per month.)	3,670.00	19.99	3,689.99	do	Aid in enforcement of commodity clause of Hepburn bill.
Steele, Geo. F. (Sept. 1, 1905).	Special assistant United States attorney, Colorado.	\$100 per month.	400.00	33.00	433.00	do	United States v. Ute Coke & Coal Co.

Sternfeld, Julius (July 1, 1903).	Special assistant United States attorney, Alabama, middle.	\$3,000 per annum.	1,491.66	35.11	1,526.77	do.	Peonage cases.
Strickland, R. T. (Dec. 14, 1903).	Special assistant to Attorney General.	\$2,000 per annum to Jan. 16, 1907; \$2,300 per annum after that date.	4,683.33		4,683.33	do.	Title to lands within the flats of Anacostia River; title to ground on which D. L. & W. R. E. erected north pier, at Buffalo, N. Y. Helen W. United States v. Helen W. Post et al.
Stripling, Jos. N. (Jan. 20, 1906).	Special assistant United States attorney, Florida, southern.	\$15 per diem while engaged in trial of case.	180.00		180.00	Pay of special assistant attorneys, United States courts.	Extradition of Greene and Gaynor.
Stuart, G. G. (Quebec, Canada).	British counsel.	Compensation to be determined by Attorney General upon completion of service.	4,500.00			Miscellaneous expenses, United States courts.	
			3,000.00			Pay of special assistant attorneys, United States courts.	
Swanson, J. D. (Jan. 15, 1906).	Special assistant to Attorney General.	do.	962.50		7,500.00	do.	United States v. D. F. Keller.
Tait, H. W. (Jan. 25, 1905, July 2, 1906).	Special assistant United States attorney, New York, southern, and special assistant to Attorney General.	do.	11,000.00	872.80	11,872.80	Enforcement of anti-trust laws.	
Taggart, Hugh I. (Jan. 15, 1907).	Special assistant to Attorney General.	do.	5,000.00		5,000.00	Pay of special assistant attorneys, United States courts.	Potomac Flats cases.
Turnsund, B. D. (Sept. 26, 1907).	Special assistant United States attorney, Oregon.	Compensation to be determined by Attorney General upon completion of service.	5,875.00	3,650.60	9,525.60	do.	In matters connected with land grants in Oregon.
Todd, G. C. (Nov. 24, 1906).	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	9,000.00	411.60	9,411.60	Enforcement of anti-trust laws.	To aid in investigation of transportation and sale of coal in interstate commerce.
Vidal, Fernando N. (Cuba).		Employed by Gen. Wood, United States military Governor of Cuba; compensation to be determined.	750.00		750.00	Pay of special assistant attorneys, United States courts.	United States in re estate of Dona Catalina Estorino (Cuba).
Walworth, Rosco: Dec. 6, 1906.	Special assistant United States attorney, Massachusetts.	Compensation to be determined by Attorney General, not to exceed \$250.	250.00			do.	J. W. Dickinson, plaintiff, v. United States.
June 8, 1907.	do.	\$100 per month.	400.00	3.75	653.75		Condemnation of certain lands at Hingham and Weymouth, Mass.
Ward, E. (Jan. 1, 1906).	Special assistant United States attorney, Colorado.	\$200 per month.	400.00		400.00	do.	United States v. Juanita Coal & Coke Co. and others.

Statement of payments made to special assistants to the Attorney General and to United States district attorneys—Continued.

Name.	Title.	Rate of pay.	Services.	Expenses.	Total.	Appropriation.	Cases.
Whitehouse, R. T. (Sept. 22, 1908).	Special assistant United States attorney, Missouri, eastern.	Compensation to be determined by Attorney General upon completion of service.	\$500.00	\$120.21	\$620.21	Pay of special assistant attorneys, United States court.	United States v. E. G. Lewis et al.
Wilmer, L. A. (Feb. 21, 1908).	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service. (Paid on account at rate of \$300 per month.)	3,070.00	145.64	3,215.64	.....do.....	Aid in enforcement of commodity clause of Hepburn bill.
Wilkinson, J. H. (Nov. 1, 1906).	Special assistant United States attorney, Illinois, northern.	\$350 per month to July 1, 1907; \$5,000 per annum after that date.	11,133.33	1,033.16	12,166.49	Enforcement of anti-trust laws.	Standard Oil Co. and Santa Fe R. R. Co.
Wilson, Edmund (Sept. 12, 1903).	Special assistant United States attorney, New Jersey.	Compensation to be determined by Attorney General upon completion of service.	2,500.00	500.00	3,000.00	Pay of special assistant attorneys United States courts.	United States v. Albert B. Twining and others.

With the exception of Messrs. Caldwell, Crutchfield, Duryea, Gregg, and Kapsa, no attorneys employed in naturalization work are shown in this statement, for the reason that these attorneys, except those mentioned above, were all appointed as regular assistant United States attorneys for specific districts. In addition to this, they received appointments as special assistants to the United States attorneys in other districts embraced in their respective territories, to enable them to conduct grand jury proceedings and appear before the courts in those districts, for which they received no additional compensation, but traveling expenses only.

It is impossible to prepare a statement of these traveling expenses because of the limited time at hand, and because the expenses incurred as regular assistant attorneys and those as special assistant attorneys are not segregated in the monthly vouchers.

DEPARTMENT OF JUSTICE,
OFFICE OF THE ATTORNEY GENERAL,
Washington, D. C., June 30, 1911.

HON. JACK BEALL,

*Chairman Committee on Expenditures in the Department of Justice,
House of Representatives.*

MY DEAR MR. BEALL: Referring to hearings before the Committee on Expenditures in the Department of Justice, House of Representatives, on House resolution 103, May 31, 1911, I beg leave to advise you that some discrepancies have been noted in Exhibit A, "Statement of payments made to special assistants to the Attorney General and to United States district attorneys, from March 5, 1909, to May 31, 1911," pages 8 to 20, inclusive.

I hand you herewith a corrected copy of Exhibit A, and have to request that it be substituted for the statement which now appears in the hearings.

Will you please have printer's proof of this statement sent to me for comparison before it is printed in the record?

Respectfully,

GEO. W. WICKERSHAM,
Attorney General.

EXHIBIT A.

Statement of payments made to special assistants to the Attorney General and to United States district attorneys from Mar. 5, 1909, to May 31, 1911.

Name of payee.	Official designation.	Rate of pay.	Amount paid.		Appropriation.	Case.
			Services.	Expenses.		
Adkins, Jesse C.....	(Special assistant United States attorney, District of Columbia and New York, southern.) Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service (paid \$250 per month on account).	\$16,900.00	\$287.88	Pay of special assistant attorneys, United States courts.	United States v. Haas, Price, and others (cotton leak); United States v. Heaney et al. (patent frauds,) and other cases.
Adams, S. B.....	Special assistant United States attorney, North Carolina, western.	Compensation to be determined by Attorney General upon completion of service.	500.00	.....	.....do.....	Widow of John Barne v. J. M. Millikan, United States marshal.
Akerman, Alex.....	Special assistant to Attorney General.	.....do.....	2,500.00	387.35	.....do.....	Violations postal laws, northern Georgia and elsewhere.
Allen, R. M.....	.....do.....	\$3 600 per annum.	2,900.00	528.60	.....do.....	Pure-food cases.
Armbricht, Wm. H.....	.....do.....	Compensation to be determined by Attorney General upon completion of service.	7,500.00	1,085.36	.....do.....	Jewelry bankruptcy frauds in Alabama.
Barrett, J. W.....	Special assistant United States attorney, Mississippi, southern.	.....do.....	1,800.00	84.44	.....do.....	To assist with cases on Biloxi docket.
Beach, M. H.....	Special assistant United States attorney, Missouri, eastern.	.....do.....	3,000.00	46.30	.....do.....	Oleomargarine cases.
Becker, T. C.....	.....do.....	Compensation to be determined by Attorney General upon completion of service (paid \$250 per month on account).	8,700.00	.....	.....do.....	Condemnation of squares 226-230, District of Columbia.
Bejerman, D. C.....	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	1,500.00	.....	.....do.....	Condemnation of Meridian Hill, District of Columbia.
	.....do.....	.....do.....	9,500.00	3,788.02	.....do.....	Oregon Land Fraud Cases v. Gilchrist et al.
	.....do.....	.....do.....	2,500.00	.....	.....do.....	Oregon Land Fraud Cases v. Singer Herrman et al.
	.....do.....	.....do.....	350.00	62.03	.....do.....	Investigating and presenting of charges against the publishers of the Atlanta Constitution and Atlanta Journal and others for offenses against the United States postal rates.

Blender, W. S.	Special assistant United States attorney, Colorado.	do.	25.00	25.00	do.	25.00	United States v. Henry Center.
Blinski, A. B.	Special assistant to Attorney General.	do.	500.00	500.00	do.	500.00	United States v. Cella and others (blackshop cases).
	Special assistant United States attorney, New York, southern.	do.	150.00	150.00	do.	150.00	United States v. International Mercantile Marine Co.
Bird, F. W.	\$300 per month.	\$300 per month.	2,980.00	7.95	do.	2,980.00	Investigation and prosecution of frauds upon the revenue of the United States.
	Compensation to be determined by Attorney General on completion of service.	Compensation to be determined by Attorney General on completion of service.	1,000.00	176.93	Investigation and prosecution of frauds.	1,000.00	To assist in connection with customs matters.
Birney, A. A.	Special assistant United States attorney, District of Columbia.	do.	12,000.00	4,264.83	Pay of special assistant attorneys, United States courts.	12,000.00	Condemnation squares 226-230, District of Columbia.
Bone, Harry J.	No compensation other than that as district attorney, Kansas.	No compensation other than that as district attorney, Kansas.	1,000.00	82.93	Pay of special assistant attorneys, United States courts.	1,000.00	Condemnation squares 63 and 89, District of Columbia.
Bradley, L. G.	Special assistant United States attorney, Alabama, northern.	do.	1,000.00	1,000.00	do.	1,000.00	Conducting investigations and prosecuting indictments, if obtained, against Healey et al. in re Indian liquor cases.
Brown, Charles F.	Special assistant United States attorney, New York, southern.	do.	2,500.00	2,500.00	Enforcement of antitrust laws.	2,500.00	United States v. W. L. Sims and P. G. Smith, embezzlement funds, First National Bank, Birmingham, Ala.
Brown, Everit.	Special assistant United States attorney, Pennsylvania, eastern.	do.	940.00	940.00	Pay of special assistant attorneys, United States courts.	940.00	Case against American Sugar Refinery Co.
Brown, Jno. K.	Special assistant United States attorney, Alaska, fourth.	\$200 per month.	793.33	793.33	do.	793.33	Lavino v. United States, classification ferro-alloy.
Burch, M. C.	Special assistant to Attorney General.	\$5,000 per annum.	2,708.30	741.75	Pay of special assistant attorneys, United States courts.	2,708.30	Such cases as may be assigned him by the district attorney.
			1,249.98	552.13	Protecting interests of the United States in suits affecting Pacific railroads.	1,249.98	Public and Indian land fraud cases.
Burges, R. F.	Special assistant United States attorney, New Mexico.	Compensation to be determined by Attorney General upon completion of service.	500.00	5,252.16	Pay of special assistant attorneys, United States courts.	500.00	Condemnation suit Rio Grande irrigation project.

Clute, Wm. K.	Special assistant United States attorney, Michigan, western.	.....do.....	1,000.00	372.48	1,372.48	.....do.....	Condemnation suit against owners water power, Sault Ste. Marie.
Cobb, Jas. A.	Special assistant United States attorney, District of Columbia.	\$2,000 per annum.....	4,333.33	.....	4,333.33	.....do.....	Pure-food cases, etc.
Colton, H. E.	Special assistant to Attorney General.	\$2,000, to Dec. 31, 1910; \$2,500, after that date.	4,193.05	.....	4,193.05	.....do.....	Such cases as may be assigned him.
Cooke, Levi.	Special assistant United States attorney, New York, eastern.	Compensation to be determined upon completion of service.	425.00	111.40	536.40	.....do.....	Case Roche v. Jordan, collector internal revenue.
Corneau, Barton.	Special assistant to Attorney General.	\$4,500 per annum.....	6,525.01	.....	.....	.....do.....	Such cases as may be assigned to him.
Crim, Jno. W. H.	Special assistant United States attorney, New York, southern.	\$125 per month.....	2,625.00	163.95	9,313.96	Enforcement of antitrust laws.	To assist in preparation and prosecution of antitrust cases.
Crow, Geo. A.	Special assistant United States attorney, Illinois, eastern.	Compensation not to exceed \$300.	212.50	.....	212.50	.....do.....	United States v. Terminal Railroad Association of St. Louis and others.
Dannenbaum, H. J.	Special assistant to Attorney General.	\$500 per month for the first four months, after which further compensation to be fixed by Attorney General.	300.00	.....	300.00	.....do.....	Assist in prosecution of violations of the white slave traffic act and the immigration laws of the United States in the various judicial districts of the United States.
Del Frate, Gastone.	.....do.....	Compensation to be determined by Attorney General upon completion of service.	500.00	51.50	551.50	Pay of special assistant attorneys, United States courts.	Extradition of Alex. Hollander.
Dempsey, Wallace S.	.....do.....	.....do.....	3,000.00	211.61	3,211.61	.....do.....	United States v. Standard Oil Co., Vacuum Oil Co., Pennsylvania R. R. Co., etc.
Denison, Winfred T.	.....do.....	.....do.....	11,500.00	313.74	11,813.74	Enforcement of antitrust laws.	Leary v. United States.
Dobyns, Fletcher.	Special assistant to United States attorney, Illinois, northern.	.....do.....	500.00	17.00	.....	Pay of special assistant attorneys U. S. courts.	Sugar fraud cases.
Doherty, Philip J.	Special assistant to Attorney General.	.....do.....	20,000.00	3,275.30	28,792.30	Investigation and prosecution of frauds.	United States v. John R. Walsh.
Duncan, J. F.	Special assistant United States attorney, North Carolina, eastern.	.....do.....	3,000.00	.....	.....	Pay of special assistant attorneys United States courts.	United States v. Kester et al., Lewiston (Idaho) bank cases.
Du Relle, Geo.	Special assistant United States attorney, Kentucky, eastern.	No compensation other than that as district attorney, Kentucky, western.	4,250.00	667.61	7,917.61	Enforcement antitrust law	United States v. A. T. & S. Ry. Co. Titles to rights of way, Norfolk-Baltimore Inlet, N. C.
			250.00	5.40	1,105.40	Pay of special assistant attorneys, United States courts.	To assist in trial of cases at Covington, London, and Catsburg.
			1,100.00	92.19	92.19	.....do.....	

Statement of payments made to special assistants to the Attorney General and to United States district attorneys from Mar. 5, 1909, to May 31, 1911—Con.

Name of payee.	Official designation.	Rate of pay.	Amount paid.			Appropriation.	Case.
			Services.	Expenses.	Total.		
Burke, T. F.	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	\$500.00	.....	\$300.00	Pay of special assistant attorneys, United States courts.	Gebo-Daily coal-land entries, etc.
Butler, Pierce	do. Special assistant United States attorney, Illinois, northern.	do. do.	8,000.00 2,000.00	.....	.....	do. Enforcement of antitrust laws.	Bleached flour cases. United States v. Louis F. Swift et al.
Butler, T. J.	Special assistant to Attorney General.	\$2,000 per annum.	694.45	.....	694.45	Pay of special assistant attorneys, United States courts.	Land-fraud cases, New Mexico.
Bynum, Wm. P.	Special assistant United States attorney, North Carolina, western.	Compensation to be determined by Attorney General upon completion of service.	500.00	.....	500.00	do.	Widow of Jno. Braine v. J. M. Millikan, United States marshal.
Cain, Gordon	Special assistant to Attorney General.	\$60 per month.	630.00	\$638.81	.....	Pay of special assistant attorneys, United States courts.	Suits against Central Pacific Ry. Co. et al. for annulment land patents.
Caldwell, D. D.	Special assistant United States attorney, District of Columbia.	Compensation to be determined by Attorney General upon completion of service (paid \$250 per month on account).	213.00	109.28	1,591.04	Protecting interests of the United States in suits affecting Pacific railroads.	Condemnation square 226-230, District of Columbia.
Chamberlain, E. P.	Special assistant United States attorney, Ohio, northern.	\$300 per month.	4,700.00	.....	4,700.00	Pay of special assistant attorneys, United States courts.	United States v. Great Lakes Towing Co.
Chandler, W. T.	Special assistant to Attorney General.	\$700 for entire service.	5,190.00	1,103.21	6,293.21	Enforcement of antitrust laws.	To assist in antitrust cases for 3 months.
Chase, Guy	Special assistant to Attorney General. Frank B. Kellogg.	\$300 per month. Allowed \$1,000 for services on account of reargument in Supreme Court.	471.82	372.35	844.17	do.	United States v. Standard Oil Co. of New Jersey.
Clark, Riner & Clark.	Special assistant United States attorney, Wyoming.	Compensation to be determined by Attorney General upon completion of service.	3,216.67	1,064.09	4,280.76	do.	Condemnation land for Pathfinder reservoir, North Platte project, etc.
Clegg, Cecil H.	Special assistant United States attorney, Alaska, fourth.	\$250 per month.	5,000.00	.....	5,000.00	Pay of special assistant attorneys, United States courts.	To assist in such cases and matters as may be assigned to him by the district attorney.
			750.00	948.75	1,698.75	do.	

Clute, Wm. K.	Special assistant United States attorney, Michigan, western.	.....do.....	1,000.00	372.48	1,372.48	.....do.....	Condemnation suit against owners water power, Sault Ste. Marie.
Cobb, Jas. A.	Special assistant United States attorney, District of Columbia.	\$2,600 per annum.	4,333.33		4,333.33	.....do.....	Pure-food cases, etc.
Colton, H. E.	Special assistant to Attorney General.	\$2,000, to Dec. 31, 1910; \$2,500, after that date.	4,183.05		4,183.05	.....do.....	Such cases as may be assigned him.
Cooke, Levi.	Special assistant United States attorney, New York, eastern.	Compensation to be determined by Attorney General upon completion of services.	425.00	111.40	536.40	.....do.....	Case Roche v. Jordan, collector internal revenue.
Corneau, Barton.	Special assistant to Attorney General.	\$4,500 per annum.	6,525.01	163.95		.....do.....	Such cases as may be assigned to him.
Critt, Jno. W. H.	Special assistant United States attorney, New York, southern.	\$125 per month.	2,625.00	163.95	9,313.96	Enforcement of anti-trust laws.	To assist in preparation and prosecution of anti-trust cases.
Crow, Geo. A.	Special assistant United States attorney, Illinois, eastern.	Compensation not to exceed \$300.	300.00		300.00	.....do.....	United States v. Terminal Railroad Association of St. Louis and others.
Dannenbaum, H. J.	Special assistant to Attorney General.	\$500 per month for the first four months, after which further compensation to be fixed by Attorney General.	500.00	51.50	551.50	Pay of special assistant attorneys, United States courts.	Assist in prosecution of violations of the white slave traffic act and the immigration laws of the United States in the various judicial districts of the United States.
Del Frate, Gastone	.....do.....	Compensation to be determined by Attorney General upon completion of service.	3,000.00	211.61	3,211.61	.....do.....	Extradition of Alex. Hollander.
Dempsey, Wallace S.	.....do.....	.....do.....	11,500.00	313.74	11,813.74	Enforcement of anti-trust laws.	United States v. Standard Oil Co., Vacuum Oil Co., Pennsylvania R. R. Co., etc.
Denison, Winifred T.	.....do.....	.....do.....	500.00	17.00		Pay of special assistant attorneys U. S. courts.	Leary v. United States.
Dobyns, Fletcher	Special assistant to United States attorney, Illinois, northern.	.....do.....	5,000.00	3,275.30	28,792.30	Investigation and prosecution of frauds.	Sugar fraud cases.
Doherty, Philip J.	Special assistant United States attorney, North Carolina, eastern.	.....do.....	20,000.00			Pay of special assistant attorneys United States courts.	United States v. John R. Walsh.
Duncan, J. F.	Special assistant United States attorney, Kentucky, western.	.....do.....	4,250.00	667.64	7,917.61	.....do.....	United States v. Keeler et al., Lewiston (Idaho) bank case.
Du Relle, Geo.	Special assistant United States attorney, Kentucky, eastern.	No compensation other than that as district attorney, Kentucky, western.	250.00	5.40	255.40	Enforcement anti-trust law	United States v. A. T. & S. Ry. Co.
			1,100.00		1,105.40	Pay of special assistant attorneys, United States courts.	Titles to rights of way, Norfolk-Beaufort Inlet, N. C.
				92.19	92.19	.....do.....	To assist in trial of cases at Covington, London, and Catletsburg.

Statement of payments made to special assistants to the Attorney General and to United States district attorneys from Mar. 5, 1909, to May 31, 1911—Con.

Name of payee.	Official designation.	Rate of pay.	Amount paid.		Appropriation.	Case.
			Services.	Expenses. Total.		
Easterling, C. S.	Special assistant to Attorney General.	\$1,800 per annum	\$865.00	.....	Suits for removal of restrictions on all lands, Five Civilized Tribes.	To aid in such matters as may be assigned in relation to Oklahoma land.
Elder, Frank F.	do.	do.	350.00	.....	Pay of special assistant attorneys, United States courts.	Valley Paper Co. v. Samuel B. Donnelly, Public Printer.
Ellis, Wade H.	do.	Compensation to be determined by Attorney General upon completion of service.	3,000.00 500.00 500.00 2,000.00 500.00 1,500.00 500.00 1,500.00 500.00	\$444.36 314.05 104.08 104.08 104.08 43.00 104.08	Pay of special assistant attorneys, United States courts. do. do. Enforcement of antitrust laws. do. do. do. do. do. do.	Indian allotment cases (Brown, Tiger, and Muskrat). United States v. Mullen et al. United States v. Gost et al. Missouri River rate case. Southern Pacific Lumber case. Southern Pacific Terminal case. Southern Pacific and Interstate Commerce Commission. Electrical Trust case. Commodities Clause case.
Erwin, Marlon.	Special assistant to Attorney General.	\$5,000 per annum	11,249.99	4,575.84	Pay of special assistant attorneys, U. S. courts.	United States v. Carter, Greene, Gaynor, et al.
Ewert, Paul A.	do.	\$250 per month.	6,750.00	2,445.42	Suits for removal of restrictions allotted lands Five Civilized Tribes.	To assist in institution and prosecution of suits to set aside deeds made to certain allotments in Quapaw Indian Agency.
Faville, Fred F.	Special assistant United States attorney, Kansas.	None other than that as United States attorney, Iowa, northern.	.....	65.14	Pay of special assistant attorneys, United States courts.	United States v. Grunt Hornaday, involving violation of national-banking laws.
Fellows, Grant.	Special assistant United States attorney, Michigan.	Compensation to be determined by Attorney General upon completion of service.	.....	404.61	do.	Condemnation suit against water power, South St. Marle.
Field, Walter S.	Assistant to Mr. Kearful.	\$10 per day.	670.00	396.30	Prosecution of crimes affecting title to Kikapoo lands in Oklahoma.	Kikapoo Indian cases.
Freeman, H. W.	Special assistant United States attorney, Illinois, northern.	\$2,500 per annum.	5,000.00	.....	Enforcement of antitrust laws.	To assist in cases involving violation of antitrust and interstate commerce laws.

Frost, A. N.	Special assistant to Attorney General.	\$1,200 per annum to Apr. 30, 1909.	800.00	588.31		Pay of special assistant attorneys, United States courts.	Investigations and prosecutions, national banking laws.
	do.	\$1,800 per annum to Apr. 31, 1909.	450.00			Enforcement of antitrust laws.	To assist in investigations of certain antitrust cases.
	do.	\$2,000 per annum after Apr. 30, 1909.	6,000.00	4,508.20	11,841.51	Suits for removal of restrictions allotted lands Five Civilized Tribes.	To assist in matters of suits to enforce restrictions on alienation of allotment.
			145.83	7.95		Pay of special assistant attorneys, United States courts.	Such cases as may be assigned him.
Gauss, H. C.	do.	\$3,500 per annum.	7,417.49	28.01		Investigating title of United States in lands in District of Columbia.	Examination of lands in District of Columbia belonging to United States.
Gehman, C. P.	Special assistant United States attorney, Colorado.	\$10 per day and 15 cents folio original and 5 cents folio carbon.	338.20		7,599.28	Enforcement of antitrust laws.	To assist J. R. Knapp investigation of alleged violation of law by American Sugar Refining Co.
Gerry, Jas. L.	Special assistant United States attorney, Pennsylvania, eastern.	Compensation to be determined by Attorney General upon completion of service.	750.00	28.40	776.40	Pay of special assistant attorneys, United States courts.	Lavino v. United States, classification ferro-alloy.
Gilven, Harvey.	Special assistant to Attorney General.	No compensation other than that as chief clerk, office United States attorney, District of Columbia.		99.50	99.50	do.	United States v. Press Publishing Co.
Glasgow, Wm. A., Jr.	do.	Compensation to be determined by Attorney General upon completion of service.	5,500.00		5,500.00	Enforcement of antitrust laws.	United States v. Powder Trust.
Godman, Elwood G.	Special assistant United States attorney, Illinois, northern.	\$350 per month.	5,250.00	461.87	5,711.87	do.	To assist in investigation and prosecution of cases arising under interstate commerce and antitrust laws.
Gordon, Peyton	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service (paid \$533.33 per month on account).	12,999.91	6,411.11	19,411.02	Pay of special assistant attorneys, United States courts.	Land-fraud cases, Lewiston (Idaho) Bank case.
Graves, J. H.	do.	\$3,500 per annum.	1,886.11	442.58	2,328.69	Enforcement of antitrust laws.	Electrical Trust, Powder Trust, Standard Oil, etc.
	Special assistant United States attorney, Pennsylvania, eastern.	\$2,500 per annum.	1,041.67	114.31		Pay of special assistant attorneys in naturalization cases.	Naturalization cases.
Gregg, Wm. S.	Special assistant to Attorney General.	\$2,500 per annum to June 30, 1910; \$3,000 per annum after that date.	5,000.00	2,810.11		Enforcement of antitrust laws.	United States v. Philadelphia & Reading Ry. Co. et al., and cases against corporations, etc., engaged in interstate and foreign trade in meats and other slaughterhouse products.
					8,966.09		

Statement of payments made to special assistants to the Attorney General and to United States district attorneys from Mar. 5, 1909, to May 31, 1911—Con.

Name of payee.	Official designation.	Rate of pay.	Amount paid.		Appropriation.	Case.
			Services.	Expenses.		
Gresham, Jas. E.	Special assistant to Attorney General.	\$250 per month to July 31, 1910; \$1,500 per annum after that date.	\$4,500.00	\$194.58	Suits for removal of restrictions, allotted lands, Five Civilized Tribes.	To assist in prosecution of suits to cancel patents to restricted Indian lands.
Grosvenor, E. P.	do.	\$3,500 per annum to June 30, 1910; \$4,000 per annum to Dec. 31, 1910; \$4,500 per annum after Dec. 31, 1910.	2,333.29	357.99	Suits affecting title to Seminole allotted lands in Oklahoma.	Protecting persons and property of allottees in the Seminole Nation.
Hainer, B. T.	Special assistant United States attorney, Oklahoma, eastern.	Compensation to be determined by Attorney General upon completion of service.	7,350.04	987.25	Enforcement of antitrust laws.	Night Rider case, Imperial Window Glass case, Standard Sanitary Co. case, Commodity Clause case, and others.
Hall, Frank.	Special assistant to Attorney General.	\$2,400 per annum to May 15, 1909; \$3,000 per annum to Feb. 11, 1910; \$4,000 per annum after Feb. 11, 1910.	2,500.00	163.08	Pay of special assistant attorneys, United States courts.	United States v. Haskell.
Ham, Guy A.	Special assistant United States attorney, Massachusetts.	Compensation to be determined by Attorney General upon completion of service.	2,241.66	1,769.31	Pay of special assistant attorneys, United States courts.	Land-fraud cases, Central Pacific case, White Earth Indian land cases, etc.
Hanchett, F. G.	Special assistant United States attorney, Illinois, northern.	\$350 per month.	4,477.78	892.15	Protecting interests of the United States in suits affecting Pacific railroads.	
Harrison, O. E.	Special assistant to Attorney General.	\$4,500 per annum.	300.00	.....	Pay of special assistant attorneys, United States courts.	United States v. Kerch et al., charged with conspiracy to conceal bankruptcy.
Hensy, F. J.	do.	Compensation to be determined by Attorney General upon completion of service.	3,850.00	.....	Enforcement of antitrust laws.	To aid in cases against Standard Oil Co., Atchison, Topeka & Santa Fe Ry. Co., and others.
Hered, W. B.	Special assistant United States attorney, Oklahoma, western.	\$1,500 per annum.	9,300.00	1,719.04	Enforcement of antitrust laws.	Southern Wholesale Grocers' Association, the bituminous situation, Election Trust case, and other cases.
			7,500.00	763.54	Pay of special assistant attorneys, United States courts.	United States v. Ormsby, Herman, Williamson et al.
			693.83	125.96	Suits for removal of restrictions, allotted lands, Five Civilized Tribes.	To assist in Kickapoo Indian cases and other litigation.

Holt, H. B.	Special assistant United States attorney, New Mexico.	Compensation to be determined by Attorney General, upon completion of service.	500.00		500.00	Pay of special assistant attorneys, United States courts.	Condemnation suit, Rio Grande irrigation project.
Honold, A. R.	Special assistant United States attorney, Colorado.	do.		70.55	70.55	do.	To aid United States attorney in matters affecting Reclamation Service.
Husted, Glenn E.	Special assistant to Attorney General.	\$3,000 per annum.	1,175.00	812.38	1,987.38	Enforcement of antitrust laws.	United States v. Union and Southern Pacific Ry. Co. et al.
Hutchins, F. E.	do.	do.	625.00		625.00	Protecting interests of the United States in suits affecting Pacific railroads.	United States v. Central Pacific R. R. Co.
Jackson, A. B.	do.	Compensation to be determined by Attorney General, upon completion of service.	9,000.00	576.75	9,576.75	Pay of special assistant attorneys, United States courts.	United States v. Barber, Moon, et al.
Johnson, Ligon.	do.	do.	3,500.00	1,772.30	5,272.30	do.	United States v. Copper Smelting Companies.
Johnson, M. S.	do.	do.	350.00		350.00	do.	Land-fraud cases in Idaho.
Judson, Fred. N.	do.	do.	1,000.00		1,000.00	Enforcement of antitrust laws.	Suit against railroads in Trans-Missouri Classification Territory.
Kearful, F. J.	do.	\$25 per day; appointment amended to read total compensation to be \$10,000.	6,550.00	564.35		Suits for removal of restrictions allotted lands.	Suits to set aside illegal conveyances of restricted Indian lands in Oklahoma.
			3,450.00	9,039.81		Prosecution of crimes affecting title to Kikapoo lands in Oklahoma.	
Keeble, J. B.	do.	Compensation to be determined by Attorney General, upon completion of service.	2,500.00		19,634.16	Pay of special assistant attorneys, United States courts.	Internal-revenue frauds in Tennessee.
Keigwin, Chas. A.	do.	do.	4,000.00	1,080.82	5,080.82	do.	Land-fraud cases in Idaho.
Kellogg, Frank B.	do.	do.	41,000.00	7,917.13	48,917.13	Enforcement of antitrust laws.	Standard Oil Co. and Union Pacific railroad cases.
Kelly, Harry E.	Special assistant United States attorney, Colorado.	\$2,400 per annum.	3,573.33	341.45	3,914.78	Pay of special assistant attorneys, United States courts.	United States v. Juanita Coal & Coke Co.
Kingan, S. J.	Special assistant to Attorney General.	Compensation to be determined by Attorney General, upon completion of service.	1,000.00		1,000.00	do.	Suits against Hoval A. Smith et al.
Knapp, Jas. R.	Special assistant United States attorney, New York, southern.	\$4,000 per annum.	5,500.00	352.57	5,852.57	Enforcement of antitrust laws.	Transatlantic Steamship pool. Sugar Trust case.
Kratz, Jno. A., Jr.	Special assistant United States attorney, Massachusetts.	\$250 per month.	4,516.67	44.50	4,561.17	do.	United States v. New York, New Haven & Hartford R. R. Co.
	Special assistant to Attorney General.						Electrical Trust case.

Statement of payments made to special assistants to the Attorney General and to United States district attorneys from Mar. 5, 1909, to May 31, 1911—Con.

Name of payee.	Official designation.	Rate of pay.	Amount paid.		Appropriation.	Case.
			Services.	Expenses. Total.		
Krum, Chester H.	Special assistant United States attorney, Missouri, eastern.	Compensation to be determined by Attorney General upon completion of service.	\$2,000.00		Pay of special assistant attorneys, United States courts.	People's United States Bank v. Goodwin and Fulton.
Do	Special assistant to Attorney General.		2,500.00		Enforcement of antitrust laws.	United States v. Terminal Railroad Association of St. Louis.
Leekley, H. A.	do	\$250 per month.	6,500.00	\$128.50	Suits for removal of restrictions, alienated lands, Five Civilized Tribes.	To assist in prosecutions of suits to cancel patents to restricted Indian lands, Oklahoma, eastern.
Levy, Isaac H.	Special assistant United States attorney, New York, southern.	\$3,000 per annum.	1,500.00		Investigation and prosecution of frauds.	To assist in customs-frauds cases and other matters.
Lewis, Henry C.	do	\$3,600 per annum.	4,350.00	81.85	Suits for removal of restrictions, alienated lands, Five Civilized Tribes.	To assist in connection with matters concerning Indian lands.
Llewellyn, W. H. H.	(Special assistant United States attorney, New Mexico.) Special assistant to Attorney General.	\$4,000 per annum.	3,999.98	1,048.64	Pay of special assistant attorneys, United States courts.	Land-fraud cases.
Long, E. H.	do	Compensation to be determined by Attorney General upon completion of service.	2,300.00	96.51	do	Mar-Chew case.
McCormick, Robt. H.	Special assistant United States attorney, Illinois, northern.	\$2,400 per annum.	4,800.00 600.00	2,717.44 290.30	do Protecting interests of the United States in suits affecting Pacific railroads.	Land-fraud cases in Wyoming, Utah, Colorado, and New Mexico.
McHarg, Ormsby	Special assistant to Attorney General.	\$2,500 per annum.	416.67		Enforcement of antitrust laws.	United States v. New York Central & St. Louis Ry. Co., Lehigh Valley R. R. Co., and The American Seating Co.
McKercher, Clark.	do	Compensation to be determined by Attorney General upon completion of service.	646.66	323.70	Pay of special assistant attorneys, United States courts.	United States v. Rhinehart, of Farmers & Drivers National Bank, Wayneburg, Pa.
McNamara, Stuart.	do	\$4,500 per annum.	187.50	85.34	Enforcement of antitrust laws.	Lumber Trust case, Oklahoma oil situation, and other antitrust cases.
		\$350 per month July 1, 1909, to June 30, 1910. Compensation prior to July 1, 1909, and subsequent to June 30, 1910, to be determined by Attorney General upon completion of service.	4,200.00	2,943.85		United States v. Northwestern Commercial Co., et al.; United States v. Jas. Clark Distilling Co. United States v. Sully-Gebo Daily et al. Investigating title of United States to lands in District of Columbia.
			1,925.00 2,600.00	185.51	Pay of special assistants, United States courts.	
				11,754.30		

McReynolds, J. C.	do	\$16,000 per annum	34,666.66	849.90	35,516.56	Enforcement of antitrust laws.	United States v. Reading Co., Tobacco Trust case, and other cases involving the enforcement of antitrust laws.
Marshall, Jno.	do	Compensation to be determined by Attorney General upon completion of service.	300.00	4.30	304.30	Pay of special assistant attorneys, United States courts.	Conducting grand-jury proceedings, West Virginia, northern.
Maynard, F. A.	do	\$4,000 per annum.	7,999.92	3,391.96		Attorneys, United States courts.	Investigate coal-land frauds in Utah, Wyoming, Colorado, and New Mexico.
Medaris, Wm. R.	Special assistant United States attorney, Illinois, northern.	\$3,500 per annum.	1,000.00	431.77		Protecting interests of the United States in suits affecting Pacific railroads.	United States v. Armour & Co., Swift & Co., Morris & Co., Standard Oil Co., etc.
Mertins, G. F.	Special assistant to Attorney General.	No compensation other than that paid from antitrust appropriation.	7,583.33	147.18		Enforcement of antitrust laws.	In re petition for habeas corpus of Luciano De Santis.
Miller, Hugh G.	do	Compensation to be determined by Attorney General upon completion of service.	1,500.00	127.81		Pay of special assistant attorneys, United States courts.	Jewelry bankruptcy fraud cases, Alabama.
Miller, R. N.	do	do	7,500.00	500.00		do	The People of New York v. New Jersey and Pascual Valley sewerage commissioners.
Miller, W. B.	Special assistant United States attorney, Tennessee, eastern.	do	1,500.00			do	United States v. Wm. A. Sorby, Mississippi, southern, charged with murder of Chas. Fitzgerald, a post-office inspector.
Mills, W. N.	Special assistant to Attorney General.	do		169.70		do	United States v. Coca Cola Bottling Works.
Montgomery, Jos. H.	Special assistant United States attorney, Alabama, northern.	\$3,000 to Nov. 20, 1909; after Nov. 20, 1909, \$4,000 per annum.	6,944.42	1,087.47		do	Timber trespass cases, Southern Pacific oil cases, and sunk-land cases in Arkansas.
Moore, Thos. L.	Special assistant United States attorney, Florida, southern.	\$325 per month.	525.00	214.60		Protecting interests of the United States in suits affecting Pacific railroads.	To assist in collection of certain old judgments.
Morrison, C. B.	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	2,719.13	193.46		Pay of special assistant attorneys, United States courts.	United States v. Mount Mitchell Distilling Co. et al.
Mott, Ernest J.	Special assistant to Attorney General, California, northern.	\$10 per day, 20 cents folio original, 10 cents folio carbon.	5,000.00	246.19		do	United States v. Standard Oil Co.
Mott, Edwin C.	Special assistant United States attorney, Oklahoma, eastern.	\$250 per month.	6,000.00	877.24		Enforcement of antitrust laws.	Assisting Jas. R. Knapp in investigating American Sugar Refining Co.
			519.20			do	To assist in prosecution of suits to cancel patents to restricted Indian lands in Oklahoma.
			5,066.67	93.05		Suits for removal of obstructions, allotted lands, Five Civilized Tribes.	

Statement of payments made to special assistants to the Attorney General and to United States district attorneys from Mar. 5, 1909, to May 31, 1911—Con.

Name of payee.	Official designation.	Rate of pay.	Amount paid.			Appropriation.	Case.
			Services.	Expenses.	Total.		
Mudd, Jr., Sydney E.	Special assistant United States attorney, District of Columbia.	\$100 per month.	\$296.67	.....	\$296.67	Pay of special assistant attorneys, United States courts.	Such cases as may be assigned him.
Mudge, Jas. W.	Special assistant United States attorney, Massachusetts.	25 cents folio for reporting and transcribing.	1,128.00	\$1.66	1,129.66	Enforcement of antitrust laws.	United States v. Swift & Co. et al.
Newton, Cleveland A.	Special assistant to the Attorney General.	Compensation to be determined upon completion of service.	.....	140.60	140.60	Pay of special assistant attorneys, United States courts.	Prosecution of certain cases involving violations of the census laws of the United States in the Federal courts in Arkansas, Montana, Washington, and Oregon.
Norton, Wm. A.	do.	\$250 per month.	5,750.00	2,148.47	.....	Pay of special assistant attorneys, United States courts.	Timber and coal land frauds Colorado, Wyoming, Utah, Nevada, Montana, New Mexico, and Arizona.
Nutter, Richard W.	Special assistant United States attorney, Massachusetts.	\$3,000 per annum.	1,000.00	56.30	1,066.30	Enforcement of antitrust laws.	United States v. New York, New Haven & Hartford R. R. Co.
Oglesby, Ira D.	Special assistant United States attorney, Arkansas, western.	Compensation to be determined by Attorney General on completion of service.	5,000.00	.....	5,000.00	do.	Cases v. John Loudon et al. and officers Southern Bank & Trust Co.
Pedgett, Arthur R.	Special assistant United States attorney, Maryland.	\$100 per month.	153.33	21.15	174.48	Pay of special assistant attorneys, United States courts.	M. C. Fookes v. United States Fidelity & Guaranty Co.; United States v. United States Fidelity & Guaranty Co.; United States v. United States Fidelity & Guaranty Co. No. 16 and others.
Pagan, O. E.	Special assistant to Attorney General.	No compensation other than that as attorney, Department of Justice.	.....	1,878.40	1,878.40	Enforcement of antitrust laws.	Cases against corporations and individuals engaged in interstate and foreign trade in fresh meats; and cases against the American Sugar Refining Co.
Parker, F. H.	do.	Compensation to be determined by Attorney General upon completion of service.	50.00	.....	50.00	Pay of special assistant attorneys, United States courts.	Thayer et al., executors v. Kinney, collector, circuit court second circuit.

Pearsall, Chas. W.	Special assistant United States attorney, Nebraska.	\$10 per day appearing before grand jury; 30 cents page transcribing testimony.	228.00	228.00	do.	Investigation of fraudulent leases and purchases of Indian lands.
Platt, Samuel	Special assistant to Attorney General.	No compensation other than that as United States attorney, Nevada.	534.80	534.80	do.	United States v. Chas. P. Snell, California, northern.
Pugh A. B.	do.	\$300 per month to June 30, 1909; \$400 per month after that date.	5,200.00	5,200.00	do.	United States v. Hyde, Benson et al.
Randolph, Geo.	Special assistant United States attorney, Tennessee, western.	Compensation to be determined by Attorney General upon completion of service.	2,500.00	54.15	Enforcement of antitrust laws.	United States v. Standard Oil Co.
Reese, R. Pope	Special assistant to Attorney General.	(Compensation to be determined by Attorney General upon completion of service.)	4,000.00	24.35	Pay of special assistant attorneys, United States courts.	Peonage cases in Florida, etc.
Richards A. A.	do.	Compensation to be determined by Attorney General upon completion of service; paid at rate of \$4,000 per annum.	2,333.33		do.	For service connected with litigation referred by Interior and other departments.
			1,641.67	221.86	Suits for removal restrictions, allotted lands, Five Civilized Tribes.	
		Compensation to be determined by Attorney General upon completion of service.	500.00		Pay of special assistant attorneys, United States courts.	United States v. Crouch et al.
Rogers, W. F.	Special assistant United States attorney, District of Columbia.	do.	1,500.00		do.	Tabulating Machine Co. v. Dursand.
Robbins, Henry S.	Special assistant to the Attorney General.	Compensation to be determined by Attorney General upon completion of service.		1,343.85	do.	To assist in investigating and prosecuting of so-called "bucket-shop" cases.
Runyon, W. C.	Special assistant United States attorney, New York, southern.	\$300 per month.	2,720.00	122.35	do.	Investigation and prosecution of frauds upon the revenues of United States.
Rush, S. R.	(Special assistant to Attorney General.	\$5,000 per annum.	13,979.87	3,123.30	do.	Land-fraud cases in Wyoming, Utah, Colorado and New Mexico.
		Compensation to be determined by Attorney General upon completion of service.	2,500.00		do.	Land-fraud cases, Oklahoma (Haskell case).
Scarlet, Jas.	do.	do.	8,500.00		Enforcement of antitrust laws.	Powder Trust case.
Scothern, Jno. W.	Special assistant United States attorney, Oklahoma, western.	Compensation \$300.	300.00		Pay of special assistant attorneys, United States courts.	To assist during January, 1910, in trial of cases in Federal courts at Guthrie.
Seckell, A. N.	Special assistant to Attorney General.	\$200 per month.	2,000.00	1,013.91	do.	Cases in re land allotted to White Earth Indians in Minnesota.

Statement of payments made to special assistants to the Attorney General and to United States district attorneys from Mar. 5, 1909, to May 31, 1911—Con.

Name of payee.	Official designation.	Rate of pay.	Amount paid.			Appropriation.	Case.
			Services.	Expenses.	Total.		
Severance, C. A.....	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	\$20,000.00	\$8,237.91	\$28,237.91	Enforcement of antitrust laws.	Union Pacific case.
Sheean, Jas. M.....	Special assistant United States attorney, Illinois, northern.	\$4,500 per annum.	2,000.00	114.60	2,114.60	do.	United States v. Louis F. Swift et al.
Shepherd, J. H.....	Special assistant to Attorney General.	\$1,800 per annum.	6,000.00		6,000.00	Suits for removal restrictions, allottee lands, Five Civilized Tribes.	To assist in litigation referred by Interior Department in eastern and western Oklahoma.
Skinner, Ino. G.....	Special assistant United States attorney, Montana.	\$1,800 per annum.	1,655.00		1,655.00	Pay of special assistant attorneys, United States courts.	To assist in land fraud, timber, and trespass cases.
Sleeper, D. L.....	Special assistant United States attorney, Oklahoma, eastern.	Compensation to be determined by Attorney General upon completion of service.	250.00	22.73	272.73	do.	United States v. Weyling Bros., murder of deputy marshal.
Smith, Jr., A. I.....	Special assistant United States attorney, Illinois, northern.	No compensation other than that as assistant United States attorney, New York.		90.75	90.75	do.	To aid in investigation and prosecution of revenue frauds.
Smith, R. M.....	Special assistant United States attorney, Alabama, middle.	\$12.50 per day while taking testimony before grand jury and 12½ cents per 100 words for transcript.	1,598.33	311.81	1,908.14	do.	To aid in prosecutions of Jesse H. Sharpe and others for violation of bankruptcy laws.
Smith, W. W.....	Special assistant United States attorney, New York, southern.	Compensation to be determined by Attorney General upon completion of service.	1,500.00		1,500.00	do.	Cases against United States weighers in conspiracy to defraud Government.
Spelling, T. C.....	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service. (Paid at rate of \$300 per month on account.)	2,407.78		2,407.78	do.	Enforcement of commodity clause of Hepburn bill.
Steele, N. L.....	Special assistant to United States attorney, Alabama, northern.	\$325 per month.	2,069.17	305.65	2,374.82	do.	To assist in collection in certain old judgments and other matters.
Stimson, Henry L.....	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	9,000.00 5,000.00 55,000.00	148.71 114,189.51		do. do. Investigation and prosecution of frauds.	Morse case. Sugar frauds cases.
			83,338.22				

Strickland, R. T.	do.	do.	1,500.00	155.45	1,655.45	Pay of special assistant attorneys United States courts.	Condemnation suit against owners water power, Sault Ste. Marie, Mich.
Thacher, Thos. D.	Special assistant United States attorney, New York, southern.	\$300 per month.	2,740.00		2,740.00	do.	Investigation and prosecution of frauds upon the revenue of United States.
Todd, G. (arroll)	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service.	11,000.00	127.43	11,127.43	Enforcement of antitrust laws.	United States v. Reading Co. and others.
Toomer, W. M.	(Special assistant United States attorney, Georgia, southern.	Compensation to be determined by Attorney General upon completion of service.	4,000.00	193.70		Enforcement of antitrust laws.	United States v. American Naval Stores and others.
	do.	do.	2,500.00			do.	United States v. Seaboard Air Line et al.
	do.	do.	500.00		7,193.70	Pay of special assistant attorneys, United States courts.	United States v. J. F. Smith et al.
Towsend, B. D.	Special assistant United States attorney, Oregon, and special assistant to Attorney General.	\$4,500 per annum to June 30, 1910; after June 30, 1910, \$450 per month on account; final compensation to be determined.	6,750.00	3,891.16		Protecting interests in Pacific railroads.	Land fraud cases.
Ward, Ethelbert.	Special assistant United States attorney, Colorado.	\$200 per month.	11,125.00	2,252.16		Pay of special assistant attorneys United States courts.	United States v. Junita Coal & Coke Co. and others.
Welch, Albert G.	Special assistant United States attorney, Illinois, northern.	\$5,000 per annum.	2,000.00	42.65	2,042.65	Enforcement of anti trust laws.	United States v. Chicago Butter and Egg Board et al.
Whipple, Wm. G.	Special assistant United States attorney, Oklahoma, eastern.	No compensation other than that as United States attorney, Arkansas, eastern.	624.99	50.40	624.99	do.	United States v. D. C. Morrison and Jos. I. Cromwell.
	(Special assistant United States attorney, Illinois, northern.	Compensation to be determined by Attorney General upon completion of service.	10,833.33	1,331.25		Enforcement of antitrust laws.	United States v. Santa Fe Ry. Co.; United States v. Louis F. Swift et al.
Wilkerson, J. H.	Special assistant to Attorney General.	No other compensation than that paid from the antitrust appropriation.	1,000.00	84.25		do.	Cases against corporations, etc., engaged in interstate and foreign trades in meats and other slaughterhouse products.
	Special assistant United States attorney, Illinois, northern.	No compensation other than as special assistant to the Attorney General.		80.55		Pay of special assistant attorneys United States courts.	United States v. Sanitary District of Chicago.
Wilmer, L. A.	Special assistant to Attorney General.	Compensation to be determined by Attorney General upon completion of service. (Paid \$300 per month on account.)	2,500.00		13,329.38	do.	United States v. John Walsh.
		No compensation other than as special assistant to the Attorney General.		668.00	3,166.66	Traveling and miscellaneous expenses, Department of Justice.	To aid in enforcement commodity clause Hepburn bill.
							Investigating officials in Alaska.

With the exception of W. S. Gregg, no attorneys employed in naturalization work are shown in this statement, for the reason that these attorneys, with the exception of Mr. Gregg, were all appointed as regular assistant United States attorneys for specific districts. In addition to this, they received appointments as special assistants to the United States attorneys in other districts embraced in their respective territories, to enable them to conduct grand jury proceedings and appear before the courts in these districts, for which they received no additional compensation but traveling expenses only.

It is impossible to prepare a statement of these travelling expenses because of the limited time, and because the expenses incurred as regular assistant attorneys and those as special assistant attorneys are not segregated in the monthly vouchers.

Mr. HUBBARD. I have a letter and some statements accompanying it from Mr. Kellogg. I could hand them to the chairman and he could look them over and see whether they would be an appropriate part of the record.

The CHAIRMAN. The Chair is willing to risk your judgment on that.

Mr. HUBBARD. Mr. Kellogg wishes himself to make the showing and would be at the service of the committee at any time.

The CHAIRMAN. I saw Mr. Kellogg when he was in Washington, at the time he appeared before the committee investigating the United States Steel Corporation, and told him at that time we would like to have him at his convenience; he stated then that he was just ready to start back to his home in Minnesota, I believe, and that at some time in the future, when he was back in Washington, he would be glad to appear before this committee. But if you think that in justice to Mr. Kellogg these statements should be incorporated in the record, I think it is entirely agreeable.

Mr. HUBBARD. He thinks so himself.

The CHAIRMAN. Well, we are perfectly agreeable. I will state that there has been a great deal of correspondence between the committee and the Attorney General's office in connection with the various requests that we have made for data, but I hardly suppose it is necessary to encumber the record with that correspondence.

Mr. HOWLAND. I would hardly think so, unless there is some question that has been brought up where the committee and the Attorney General's office have locked horns.

The CHAIRMAN. There has been no instance of that kind. Of course in some instances we have made requests and have gotten back the response that it was not possible for the Attorney General's office, without great labor and great delay, to give us the information we desired, and we have modified our requests in order to conform with the necessities of the case. The office has shown every disposition to furnish us all the information it could. We have no criticism to make along that line.

Mr. WITHERSPOON. I do not think it will be necessary to put that correspondence in.

The CHAIRMAN. For a number of years very considerable amounts have been appropriated in connection with the Department of Justice for the prosecution of the work in naturalization cases. In one year it amounted to, I think, about \$191,000. This in the Attorney-General's report was reported in a lump sum, and, of course, it was impossible to form any conception from a statement of that kind as to how it had been expended, and I requested the department to itemize the statement as nearly as it could. A few days ago we received that

statement, giving the names of the different people employed and their titles, where the work was done, the rate of compensation, the time during which they were employed, remarks in connection with the employment, and the total amount paid. I think that might go into the record at this point.

JULY 27, 1911.

HON. GEORGE W. WICKERSHAM,
Attorney General, Department of Justice.

DEAR MR. WICKERSHAM: I observe in Exhibit 9 of the Report of the Attorney General for 1908 that the sum of \$191,189.06 was expended for the pay of assistant attorneys in naturalization cases. Referring to page 279 of the annual report, above mentioned, you will observe that the statement is made relative to assistant attorneys in naturalization cases which shows the employment of about eight attorneys with an aggregate salary of less than \$20,000. I will be greatly obliged to you if you will direct that I be supplied with a statement, for the use of the committee, showing how the balance of this \$191,189.06 was expended. For the present I do not ask for an itemized statement of these expenditures, but I would like to have a statement showing all sums paid as salary or compensation to attorneys or agents, giving the names and amounts paid each, and the kind of service performed.

Very truly, yours,

JACK BEALL, *Chairman.*

DEPARTMENT OF JUSTICE,
OFFICE OF THE ATTORNEY GENERAL,
Washington, D. C., August 9, 1911.

HON. JACK BEALL,
*Chairman Committee on Expenditures in the Department of Justice,
House of Representatives, Washington, D. C.*

MY DEAR MR. BEALL: Referring to your favor of July 27, 1911, in regard to Exhibit 9 of the Report of the Attorney General for 1908, showing that \$191,189.06 was expended for "Pay of assistant attorneys in naturalization cases," as requested, I hand you herewith a tabulated statement showing all sums paid as salary or compensation to attorneys or agents, giving the names and amounts paid each, and the kind of service performed, this service being indicated by the official designation.

The remainder of this \$191,189.06 was expended for traveling expenses, rentals, telephone service, office furnishings and supplies, and other items of a miscellaneous character necessary in the conduct of the naturalization work.

The amount of work involved in preparing a statement showing the analysis of these expenditures, would be so great as to render it practically impossible at this time, and if such analysis is desired, I would suggest that reference be made to the original vouchers on file in the office of the Auditor for the State and Other Departments,

Respectfully,

GEO. W. WICKERSHAM,
Attorney General.

Pay of assistant attorneys, etc., in naturalization cases, 1907-8.

Names.	Title.	Location.	Rate.	Time.	Remarks.	Amount paid.
W. H. Lewis.	Assistant attorney	Boston.	\$2,500.00	June 1, 1907, to June 30, 1908.	Salary increased to \$2,200 Apr. 1, 1908.	\$2,706.34
Jas. Farrell.	Chief examiner.	do.	2,500.00	Nov. 1, 1907, to June 30, 1908.	From Dec. 1, 1907, to May 31, 1908, transferred.	1,383.34
Oran T. Moore.	Naturalization examiner.	do.	1,800.00	Sept. 5, 1907, to Nov. 30, 1907, and June, 1908.		580.00
Frank Shapleigh.	do.	do.	1,400.00	Jan. 1, 1908, to June 30, 1908.		700.00
Jos. W. Bond.	do.	do.	1,200.00	Mar. 9, 1908, to June 30, 1908.		373.33
Ed. T. Niver.	do.	do.	1,200.00	Oct. 9, 1907, to June 17, 1908.		830.00
Edw. A. McCausland.	do.	do.	1,200.00	Sept. 28, 1907, to June 30, 1908.		908.34
Wm. Hill.	do.	do.	1,200.00	Oct. 7, 1907, to June 30, 1908.	\$20 in March and \$30 in April, 1908.	730.00
Jno. F. Davis.	Stenographer.	do.	1,000.00	Aug. 26, 1907, to June 30, 1908.		847.23
Harry A. Ham.	do.	do.	900.00	July 25, 1907, to Sept. 2, 1907.		85.00
David D. Caldwell.	Assistant attorney.	Chicago.	2,500.00	July 1, 1907, to June 30, 1908.	Salary increased to \$2,200 October, 1907. Increased to \$2,500 Apr. 25, 1908, with title of special assistant attorney.	2,499.99
Geo. A. Crutchfield.	Chief examiner.	do.	2,000.00	June 29, 1907, to June 30, 1908.		2,162.23
S. L. Williams.	Assistant attorney.	do.	2,000.00	Apr. 1, 1908, to June 30, 1908.		500.00
Leighton Hooper.	Naturalization examiner.	do.	1,400.00	Nov. 28, 1907 to May 31, 1908.		870.50
Carl F. Boester.	do.	do.	1,200.00	Oct. 7, 1907, to June 30, 1908.	Salary increased to \$1,400 Apr. 15, 1908.	922.23
Jas. F. Lawson.	do.	do.	1,200.00	Mar. 21, 1908, to June 30, 1908.		333.33
F. W. Weber.	Stenographer-chief examiner.	do.	1,200.00	Sept. 1, 1907, to June 30, 1908.	Salary increased to \$1,400 Oct. 1, 1907. Increased to \$2,200 Apr. 25, 1908.	1,296.68
P. J. O'Brien.	Naturalization examiner.	do.	1,200.00	Sept. 25, 1907, to June 30, 1908.	Salary increased to \$1,400 Apr. 15, 1908.	982.23
Geo. F. Graham.	do.	do.	1,200.00	Sept. 24, 1907, to June 30, 1908.	do.	965.56
Arthur W. James.	do.	do.	1,200.00	Apr. 1, 1908, to June 30, 1908.		300.00
Bessie M. Chenicek.	Stenographer.	do.	1,000.00	Mar. 21, 1908, to June 30, 1908.		305.56
Harry C. Isaacson.	do.	do.	1,000.00	Nov. 19, 1907, to June 30, 1908.	Salary increased to \$1,200 Mar. 15, 1908.	675.45
J. Herbert Cole.	Assistant attorney.	Detroit.	2,500.00	Dec. 1, 1907, to June 30, 1908.		1,483.34
Jos. McCoy.	Chief examiner.	do.	2,200.00	Dec. 6, 1907, to June 30, 1908.		1,522.78
Henry L. Koethe.	Naturalization examiner.	do.	1,800.00	Dec. 12, 1907, to June 30, 1908.		985.00
Frank S. Becker.	do.	do.	1,600.00	Dec. 7, 1907, to June 30, 1908.		906.68
Sam. S. Gallier.	do.	do.	1,400.00	Dec. 7, 1907, to June 30, 1908.		784.33
Walter S. Smith.	do.	do.	1,400.00	Dec. 7, 1907, to June 30, 1908.		203.33
Carl Weisbader.	do.	do.	1,200.00	Apr. 27, 1908, to June 1, 1908.	Paid for 1 day in June.	313.33
Harry S. Bradley.	Stenographer.	do.	1,200.00	Mar. 28, 1907, to June 30, 1908.		610.00
Walter F. Daly.	Assistant attorney.	Denver.	2,500.00	Dec. 19, 1907, to June 30, 1908.		1,749.46
Theo. F. Schumucker.	Chief examiner.	do.	2,200.00	Nov. 20, 1907, to June 30, 1908.		1,380.56
I. S. Hmrichs.	Naturalization examiner.	do.	1,600.00	Dec. 10, 1907, to June 30, 1908.		884.44
Aug. H. Bode.	do.	do.	1,200.00	Nov. 20, 1907, to June 30, 1908.		726.67
Alva Snyder.	do.	do.	1,200.00	Nov. 12, 1907, to June 10, 1908.		659.90
Frances A. House.	do.	do.	1,200.00	Nov. 9, 1907, to June 30, 1908.		773.23
F. K. Njeder.	Stenographer.	do.	1,200.00	Dec. 29, 1907, to June 30, 1908.		605.97

Hugh Govern, Jr.	Assistant attorney	New York	3,000.00	June 1, 1907, to June 30, 1908.	Not paid for August, 1907.	3,250.00
C. O. Cowley	Chief examiner	do	2,250.00	June 17, 1907, to June 30, 1908.		2,337.50
Chas. P. Miller	Naturalization examiner	do	2,200.00	June 6, 1907, to June 30, 1908.		2,160.45
Chas. P. Nields	do	do	2,600.00	Aug. 1, to 30, 1907.		2,183.33
Herbert G. Currie	do	do	1,600.00	Dec. 11, 1907, to June 30, 1908.		888.89
Oscar L. Ritt	do	do	1,400.00	Nov. 1, 1907, to June 30, 1908.		973.34
Daniel O'Shea	do	do	1,200.00	Sept. 29, 1907, to June 30, 1908.		903.33
Thos. F. Ryan	do	do	1,200.00	Oct. 1, 1907, to June 30, 1908.		900.00
Pasquale Maglino	do	do	1,200.00	July 24, 1907, to June 30, 1908.		1,123.33
M. J. Toft	do	do	1,200.00	Oct. 1, 1907, to June 30, 1908.		900.00
Louis A. Beretta	do	do	1,200.00	Nov. 13, 1907, to June 30, 1908.		780.00
Michael J. O'Shea	do	do	1,400.00	Apr. 4, 1908, to June 30, 1908.		338.34
F. S. Castyglone	Stenographer	do	1,200.00	July 3, 1907, to June 30, 1908.	Salary increased to \$1,400 Apr. 4, 1908.	1,241.67
Wm. M. Cahill	do	do	1,200.00	Apr. 21, 1908, to June 30, 1908.		233.33
Louis V. H. Allers	do	do	1,200.00	Aug. 21, 1907, to June 30, 1908.		1,033.33
Rowe E. Trilling	do	do	960.00	June 1, 1907, to June 30, 1908.		1,040.00
Frances N. Small	Messenger	do	600.00	Oct. 8, 1907, to June 30, 1908.		488.33
D. P. Meetze	Special employee	do	p. d.	June 1, 1907, to June 30, 1908.	Reduced to \$4 per diem Aug. 15, 1907.	1,760.00
Daniel T. Cullaban	do	do	p. d.	June 1, 1907, to Sept. 30, 1907.	Paid from Sept. 6 to 30; no pay in August.	336.00
Edw. Chads	Special agent	do	p. d.	June 1, 1907, to June 30, 1908.	Paid for 29 days in June, 1907.	1,542.67
Grant Wright	Interpreter	do	p. d.	do		1,544.00
H. J. Jentzer	Investigator	do	p. d.	do		1,580.00
P. S. Chambers	Assistant attorney	Pittsburgh	2,500.00	do		2,708.33
William M. Ragsdale	Chief examiner	do	2,000.00	June 18, 1907, to June 30, 1908.	Salary increased to \$2,200 Nov. 1, 1907.	2,206.55
W. T. Schockley	Naturalization examiner	do	1,400.00	Dec. 1, 1907, to June 30, 1908.		1,866.66
Frank Benton	do	do	1,200.00	Nov. 1, 1907, to June 2, 1908.	Paid for 2 days in June, 1908.	706.67
Stephen S. Read	do	do	1,200.00	May 1, 1908, to June 30, 1908.		200.00
J. A. G. Stitzer	do	do	1,200.00	Apr. 7, 1908, to June 30, 1908.		280.00
A. L. Zamosh	do	do	1,200.00	Oct. 15, 1907, to June 30, 1908.	Salary increased to \$1,600 May 1, 1908.	916.67
R. A. Weatherly	Stenographer	do	1,200.00	Nov. 1, 1907, to June 30, 1908.	Salary increased to \$1,400 May 1, 1908.	883.34
N. L. Frampton	do	do	1,200.00	Oct. 22 to 31, 1907.		30.00
Ana L. McNulty	do	do	1,000.00	Apr. 3, 1907, to June 30, 1908.		241.67
Lucile A. Charles	do	do	900.00	Aug. 1, 1907, to Sept. 30, 1907.		150.00
W. S. Gregg	Assistant attorney	Philadelphia	2,600.00	June 16, 1907, to June 30, 1908.		2,604.17
Jerome C. Shear	Chief examiner	do	2,200.00	June 17, 1907, to June 30, 1908.		2,296.56
Mark J. Maloney	Naturalization examiner	do	1,800.00	Nov. 19, 1907, to June 30, 1908.		1,110.00
James J. Redly	do	do	1,600.00	May 19, 1908, to June 30, 1908.		1,186.67
H. F. Dwyer	do	do	1,200.00	Oct. 2, 1907, to June 30, 1908.		866.67
H. F. Dingman	do	do	1,200.00	Oct. 11, 1907, to June 30, 1908.		866.67
Daniel F. O'Connell	do	do	1,200.00	Oct. 8, 1907, to June 30, 1908.		876.67
John B. Savage	do	do	1,200.00	Oct. 1, 1907, to June 30, 1908.		900.00
Michael McCullen	do	do	1,200.00	Mar. 21, 1908, to June 30, 1908.		333.33
Stephen S. Read	do	do	1,200.00	Mar. 24, 1908, to Apr. 30, 1908.		123.33
Clarence Bickel	do	do	1,200.00	Apr. 6, 1908, to June 30, 1908.		283.33
Earl Stephens	Stenographer	do	1,000.00	Aug. 6, 1907, to June 30, 1908.	Salary increased to \$1,200 Oct. 1, 1907.	1,066.56

Pay of assistant attorneys, etc., in naturalization cases, 1907-8—Continued.

Names.	Title.	Location.	Rate.	Time.	Remarks.	Amount paid.
Donald P. Ault.	Stenographer.	Philadelphia.	\$900.00	Jan. 20, 1908, to June 30, 1908.		\$402.50
Anna C. Wright.	do.	do.	600.00	Aug. 1, 1907, to Sept. 30, 1907.		100.00
Jno. C. Sweet.	Assistant attorney.	St. Paul.	2,500.00	Oct. 1, 1907, to June 30, 1908.		1,405.55
Robt. S. Cornean.	Chief examiner.	do.	2,200.00	Nov. 21, 1907, to June 30, 1908.		1,344.45
O. T. Moore.	Naturalization examiner.	do.	1,800.00	Dec. 1, 1907, to May 31, 1908.	Transferred from Boston.	900.00
Rasmus K. Doe.	do.	do.	1,400.00	Nov. 18, 1907, to June 30, 1908.		991.12
Theo. N. Espe.	do.	do.	1,400.00	Jan. 6, 1908, to June 30, 1908.		680.55
E. Lyders.	do.	do.	1,600.00	Apr. 8, 1908, to June 30, 1908.		968.90
Will E. Sault.	do.	do.	1,200.00	Apr. 3, 1908, to June 30, 1908.		263.33
Jacob B. Glazer.	do.	do.	1,200.00	Apr. 10, 1908, to June 30, 1908.		270.00
S. K. Booth.	do.	do.	1,200.00	June 1 to 31, 1908.		100.00
Thos. H. Howard.	Stenographer.	do.	1,200.00	Oct. 21, 1907, to June 30, 1908.		833.33
M. M. Dearing.	Assistant attorney.	St. Louis.	2,000.00	June 17, 1907, to June 30, 1908.		2,097.22
Allan F. Church.	Chief examiner.	do.	2,000.00	Sept. 27, 1907, to June 30, 1908.	Salary increased to \$2,200 Nov. 1, 1907.	1,555.55
J. G. Hedrick.	Naturalization examiner.	do.	1,600.00	Sept. 1, 1907, to June 30, 1908.		1,333.35
Thos. A. Bartley.	do.	do.	1,400.00	June 17, 1907, to Aug. 22, 1907.		256.66
Oliver C. Phillips.	do.	do.	1,200.00	Apr. 15, 1908, to June 30, 1908.		253.33
Walter V. Kasper.	do.	do.	1,200.00	Oct. 5, 1907, to June 30, 1908.		890.00
Robt. A. Scott.	do.	do.	1,200.00	Oct. 12, 1907, to June 30, 1908.		843.33
Mary L. Pond.	Stenographer.	do.	1,000.00	Mar. 17, 1908, to June 30, 1908.		288.89
Jos. T. McGowan.	do.	do.	900.00	July 30, 1907, to June 30, 1908.	Salary increased to \$1,000 Nov. 14, 1907. Paid for 2 days in July, 1907.	862.05
Carlos G. White.	Assistant attorney.	San Francisco.	2,500.00	Oct. 1, 1907, to June 30, 1908.		1,874.99
Peter A. Blazer.	Chief examiner.	do.	2,200.00	Nov. 13, 1907, to June 30, 1908.		1,363.34
F. A. Purvey.	Special assistant.	do.	1,800.00	July 2, 1907, to Jan. 31, 1908.		1,045.00
Henry F. Marshall.	Naturalization examiner.	do.	1,800.00	Nov. 23, 1907, to June 30, 1908.		1,060.00
Freik Jones.	do.	do.	1,000.00	Nov. 13, 1907, to June 30, 1908.		1,013.34
J. H. Richardson.	do.	do.	1,400.00	Jan. 1, 1908, to June 30, 1908.		700.00
M. H. Anthony.	do.	do.	1,200.00	Apr. 6, 1908, to June 30, 1908.		283.33
Frank Hays.	do.	do.	1,200.00	Apr. 29, 1908, to June 30, 1908.		206.67
M. A. Walsh.	do.	do.	1,200.00	May 1, 1908, to June 30, 1908.		200.00
F. N. Littleton.	Stenographer.	do.	1,200.00	Oct. 15, 1907, to June 30, 1908.		860.00
Madge L. Guard.	do.	do.	1,200.00	Apr. 1, 1908, to June 30, 1908.		370.00
Andrew J. Ballet.	Assistant attorney.	Seattle, Wash.	2,500.00	Oct. 1, 1907, to June 30, 1908.		1,875.00
J. Speed Smith.	Chief examiner.	do.	2,200.00	Nov. 13, 1907, to June 30, 1908.		1,363.34
Robt. S. McCall.	Naturalization examiner.	do.	1,800.00	Nov. 13, 1907, to June 30, 1908.		1,130.00
Henry B. Hazard.	do.	do.	1,000.00	Apr. 7, 1908, to June 30, 1908.		373.34
Edwin Ashbaugh.	do.	do.	1,400.00	Nov. 14, 1907, to June 30, 1908.		862.77
H. F. Myers.	do.	do.	1,200.00	Nov. 19, 1907, to June 30, 1908.		740.00
J. V. Caldwell.	Stenographer.	do.	1,200.00	Nov. 1, 1907, to June 30, 1908.		900.00
Wm. D. McKay.	do.	do.	1,200.00	Mar. 17, 1908, to June 30, 1908.		346.67
Total.						115,160.45

A very considerable sum of money was expended by the Department of Justice for traveling and subsistence expenses each year. There is a large number of people in the service of the department and we requested the department to supply us with a statement, as nearly as it could, of persons making expenditures of this kind, the titles they held, the nature of the business, and all other information that they could give us in regard to it. That is contained in this statement:

APPROPRIATION, PAY OF SPECIAL ASSISTANT ATTORNEYS, UNITED STATES COURTS.

Name.	Title.	Nature of business.	Destination.	Date.	Expense.	Transportation requests.
H. C. Lewis.....	Special assistant to Attorney General.	Interview, general counsel, Atchison, Topeka & Santa Fe Ry.	New York and return.....	July 5 to 7, 1905.....	\$15.90	\$10.00
M. C. Burch.....	do.	Hiring men in United States v. Denver & Rio Grande R. R.	Buffalo, Detroit.....	July 1 to 2, 1905.....	7.83	16.05
A. C. Campbell.....	do.	Reinforcement of Chinese exclusion laws.	Chicago, Denver.....	July 6 to Aug. 1, 1905.....	95.20	29.50
John L. Lott.....	do.	do.	From Honolulu, San Francisco, Portland, Seattle, Helena, St. Paul, Chicago, to Washington.	July 1 to 26, 1905.....	128.60	154.00
Otis J. Carlton.....	do.	do.	Shreveport, New Orleans and return, New York, Boston.	July 1 to 6, 8 to 12, 1905.	36.15	53.20
M. C. Burch.....	do.	Hiring men re United States v. Denver & Rio Grande R. R. Co.	From Oxford (Mich.), Rochester (Mich.), Detroit, Rochester, Detroit, Buffalo.	Aug. 6 to 7, 13 to 15, 30 to 31, 1905.	16.42	14.25
A. C. Campbell.....	do.	Tour of inquiry on international boundary streams.	From Denver, Canon City and return.....	Aug. 9 to 31, 1905.....	83.05	193.10
J. H. Graves.....	do.	do.	Chicago, Denver, Salt Lake City, Butte, Helena, Havre, Kalespell, Browning, Sweet Grass, Belton, Shelby Junction (Mont.), Rochester (Mich.), Detroit and return.	July 11 to Aug. 17, 1905.	210.14	
A. C. Campbell.....	do.	do.	From Denver, Chicago, Milwaukee, to Denver.	Sept. 9 to 30, 1905.....	100.85	59.00
Morgan H. Beach.....	do.	Cotton-leak cases.	New York and return (twice).....	Oct. 12 to 13, 20 to 22, 1905.	25.70	20.00
John L. Lott.....	do.	Extradition of Greene and Gaynor.	New York and return.....	Oct. 10 to 11, 1905.....	6.65	10.00
M. C. Burch.....	do.	Hiring men in United States v. Denver & Rio Grande R. R. Co.	From Buffalo, Detroit, Grand Rapids, Holland, Chicago, to Denver.	Oct. 25 to 31, 1905.....	32.26	50.50
A. C. Campbell.....	do.	do.	From Denver, Chicago, St. Louis, to Washington.	Oct. 6 to 31, 1905.....	101.10	88.75
M. C. Burch.....	do.	Western land frauds.	From Salt Lake, Denver, Chicago, Detroit, Grand Rapids, to Washington.	Nov. 1 to 23, 1905.....	119.42	96.00
A. C. Campbell.....	do.	do.	At Denver.....	Nov. 1 to 30, 1905.....	92.65	
do.	do.	Cotton-leak cases.	From Denver, Chicago, to Washington	Dec. 1 to 11, 1905.....	84.10	
Morgan H. Beach.....	do.	do.	New York and return (twice).....	Dec. 26 to 31, 1905.....	21.50	20.00
Henry C. Lewis.....	do.	Hyde and Benson equity cases.	Chicago, St. Paul, Seattle, Portland, San Francisco, Los Angeles, El Paso, and return.	Jan. 4 to 5, 1906.....		
				Jan. 27 to Feb. 26, 1906.	132.75	168.80

Morgan H. Beach M. C. Burch	do do	Cotton-leak cases. Hiring men in United States v. Denver & Rio Grande R. R. Co.	New York and return. Buffalo, Detroit, Oxford, Grand Rapids, Holland, Kalamazoo, Chicago, Denver, Canon City, Salt Lake, Chicago, Detroit, Oxford, Rochester (Mich.), Buffalo and return.	Mar. 6 to 7, 1906. Mar. 3 to Apr. 1, 1906.	11.20 161.98	10.00 128.07
Otis J. Carlton H. C. Lewis	do do	To present land-fraud mat- ters to grand jury. Hiring men in United States v. Denver & Rio Grande R. R. Co.	Boston, Haverhill and return. Chicago, Sioux Falls, and return.	Mar. 24 to 31, 1906. Apr. 12 to 24, 1906.	32.00 63.15	21.00 64.30
M. C. Burch	do	do	Buffalo, Detroit, Grand Rapids, and return.	May 15 to 20, 1906.	28.04	28.50
H. C. Lewis	do	To present land-fraud mat- ters to grand jury. United States Fuel Co. et al. v. Palmer, Peabody et al.	Chicago, Missouri Valley (Nebr.), Dead- wood (S. Dak.), Omaha, and return. Trenton (N. J.), Brooklyn, and return.	May 10 to 20, 1906.	54.75	93.80
Do.	do	do	New York, Albany, Lake George, Saratoga, Auburn, Seneca Falls, Canandaigua, Ni- agara Falls, Detroit, to Rochester (Mich.).	May 31 to June 1, 1906. June 16 to 30, 1906.	27.50 97.72	17.70
Do.	do	Western land-fraud cases.	From Detroit, Chicago, Omaha, Salt Lake, Butte, Pocatiello, Helena, Salt Lake, Chicago, Grand Rapids, Detroit, Roches- ter (Mich.), to Washington.	July 1 to 31, 1906.	196.62	128.95
Morgan H. Beach W. J. Hughes	do do	Cotton-leak cases. In re suit between States of Kansas and Colorado.	New York and return. Chicago, Kansas City, Arkansas City, Wichita, Sterling, Hutchinson, Great Bend, Kinsley, Dodge City, Garden City, Syracuse, Lamar, Rocky Ford, Pueblo, Canon City, Colorado Springs, Denver, to Glenwood Springs.	Apr. 24 to 27, 1906. July 1 to 31, 1906.	20.20 137.18	10.00 34.60
Do.	do	do	From Denver to Chicago to Washington.	Aug. 1 to 13, 1906.	53.75	43.90
Otis J. Carlton M. C. Burch	do do	Western land-fraud cases.	Roston, Haverhill, and return. Rochester (Mich.), Detroit, Grand Rapids, Potoskey, Harbor Springs, Walton, Cadillac, Buffalo, Chicago, Denver, Glenwood Springs, Salt Lake City, Rochester, and return.	Aug. 14 to 22, 1906. Aug. 1 to 31, 1906.	18.35 239.69	114.00
H. C. Lewis Do.	do do	In re additional United States judge, district of Maryland. Hiring men in United States v. Denver & Rio Grande R. R.	Buffalo and return. Baltimore and return.	Aug. 1 to 18, 1906. Sept. 17 to 18, 1906.	32.50 10.05	
M. C. Burch	do	do	Grand Rapids, Detroit, Buffalo, Albany, and return.	Sept. 1 to 22, 1906.	51.40	
H. C. Lewis M. C. Burch	do do	Western land-fraud cases. Montana land-fraud cases.	Chicago, Denver, Omaha, and return.	Oct. 17 to 31, 1906.	84.05	91.56
David D. Caldwell	do	Investigate necessity of ad- ditional judicial district in Ohio, or appointment of additional district judge. Margaret Daley case.	Chicago, Salt Lake, Ogden, Butte, Helena, Tacoma, Seattle, to Chicago. Cincinnati and return.	Oct. 7 to 31, 1906. Nov. 3 to 9, 1906.	198.92 18.55	90.56
M. C. Burch	do	do	From Chicago to Washington to Salt Lake City.	Nov. 5 to 30, 1906.	153.83	75.00

APPROPRIATION, PAY OF SPECIAL ASSISTANT ATTORNEYS, UNITED STATES COURTS—Continued.

Name.	Title.	Nature of business.	Destination.	Date.	Expense.	Transportation requests.
Wm. R. Harr.....	Special assistant to Attorney General.		Winchester, Richmond, Somerville, Louisville, Nashville, Chattanooga, Salisbury, and return.	Nov. 10 to 19, 1906.....	\$62.00	\$32.70
Otis J. Carlton.....	do.		Boston to Haverhill.....	Nov. 30, 1906.....	7.65	(1) 21.30
Henry C. Lewis.....	do.	Criminal land-fraud cases.	New York, Trenton, and return.	Dec. 20 to 23, 1906.....	18.33	10.00
Otis J. Carlton.....	do.		From Haverhill to Boston to Washington.	Dec. 1 to 5, 1906.....	30.50	(2)
M. C. Burch.....	do.	Wyoming Coal & Coke Co. case.	From Salt Lake, Evanston, Rawlins, Denver, Omaha, Chicago, to Washington.	Dec. 1 to 15, 1906.....	97.64	17.50
W. R. Harr.....	do.		Louisville, Memphis, Somerville, and return.	Dec. 15 to 23, 1906.....	47.85	50.25
Morgan H. Beach.....	do.	Cotton-leak cases.	New York and return (at hotel, New York, overnight).	Oct. 8 to 9, 1906.....	11.25	10.00
Do.....	do.	In re case F. A. Peckham v. C. A. MacDougall.	New York and return (on train overnight).	Nov. 11 to 12, 1906.....	6.25	10.00
M. C. Burch.....	do.	Western land fraud cases.	Buffalo, Detroit, Chicago, Omaha, Denver, Holland and return.	Jan. 6 to 31, 1907.....	201.21	60.10
H. C. Lewis.....	do.		New York and return (twice).	Jan. 22 to 31, Feb. 1 to 15, 1907.....	120.40	.....
M. C. Burch.....	do.	Western land fraud cases.	From Chicago, to Harrisburg, to Washington.	Feb. 27 to 28, 1907.....	5.70	22.50
H. C. Lewis.....	do.	Presenting cases v. Samuel W. Gebbs to grand jury.	New York and return.	Mar. 10 to 12, 1907.....	26.00	.....
M. C. Burch.....	do.	Western land fraud cases.	Chicago to Denver.	Mar. 1 to 31, 1907.....	186.93	29.00
Do.....	do.	Margaret Daly case.	From Denver, Cheyenne, Boise, Salt Lake City to Denver.	Apr. 1 to 30, 1907.....	228.01	56.00
Oliver E. Pagan.....	do.	Lottery cases at Mobile and New Orleans, and land frauds at Denver.	From Mobile, New Orleans, St. Louis to Denver.	Apr. 7 to 30, 1907.....	152.40	36.85
David D. Caldwell.....	do.	To procure indictment v. Ed Thayer violation of civil service law.	St. Louis, Dallas and return.	Apr. 29 to May 9, 1907.....	71.60	74.10
Henry C. Lewis.....	do.	do.	do.	do.	72.55	74.10
Oliver E. Pagan.....	do.	Public land fraud cases.	From Denver, Chicago to Washington.	May 1 to 20, 1907.....	96.10	46.15
Henry C. Lewis.....	do.		St. Louis, Dallas and return.	May 20 to 31, 1907.....	106.85	37.06
David D. Caldwell.....	do.	To argue demurrer case v. Thayer.	do.	May 18 to 31, 1907.....	106.90	37.06
M. C. Burch.....	do.	Western land fraud cases.	At Denver.	May 1 to 31, 1907.....	298.11	.....
Do.....	do.		From Denver, Chicago, Detroit, Buffalo to Washington.	June 1 to 30, 1907.....	271.99	47.60
Ormsby McHarg.....	do.	For consultation with Attorney General at Washington on matters relating to New Mexico land cases.	From Seattle to Washington.	June 19 to 28, 1907.....	141.45	.....
Total.....					5,399.43	2,604.34

(1) Round trip.

(2) See above trip.

APPROPRIATION, "PROSECUTION OF CRIMES."

Name.	Title.	Nature of business.	Destination.	Date.	Expense	Transportation requests.
Cecil Clay	General agent	In re matters United States penitentiaries.	From St. Louis, Leavenworth, to Washington.	July 26 to 30, 1905	\$30.80	\$47.85
Wm. R. Harr	Special assistant United States attorney, Oklahoma.	Charge of litigation, accounts of Fios. A. Neal.	St. Louis, Kansas City, Guthrie, Oklahoma City, Tecumseh, Warwick, Chandler (Okla.), and return.	Aug. 7 to 22, 1905	96.48	71.35
Jno. W. Trainer	Assistant attorney	Examining officials and bills for construction United States penitentiaries.	Atlanta, Birmingham, St. Louis, Pittsburg, and return.	Aug. 17 to Sept. 5, 1905	133.30	122.75
Cecil Clay	General agent	In re matters United States penitentiaries.	Portland, Tacoma, McNeil Island, Seattle, and return.	Sept. 29 to Oct. 24, 1905	49.30	(See note.)
Do.	do	do	Atlanta and return.	Nov. 15 to 19, 1905	11.20	35.00
Clifford H. McGlasson	Clerk	do	Jefferson City, Leavenworth, Chicago, Pittsburg, and return.	Nov. 18 to 26, 1905	31.06	50.95
Chas. F. De Woody	do	In re violations Intercourse acts and frauds.	To New York to Galveston.	Oct. 22 to 31, 1905	35.30	
Do.	do	do	From Galveston, Tucson, San Carlos, Globe, Bowie, Phoenix, Albuquerque, Ashfork, Williams, Canon Diablo to Leupp.	Nov. 1 to 30, 1905	142.14	66.05
Do.	do	do	From Winslow, Gallup, Albuquerque, Phoenix, Tucson, San Carlos, Fort Thomas to Safford.	Dec. 1 to 31, 1905	165.48	26.65
Do.	do	do	From San Carlos, Safford, Globe, Roosevelt, Bowie, Tucson, Phoenix, Mesa, Yuma, Kingman, Los Angeles to Phoenix.	Jan. 1 to 31, 1906	196.91	41.90
Do.	do	do	From Los Angeles, Kingman (Ariz.), Ashfork, Phoenix, Tucson, Solomonville, Bowie, Frutkin, Hackberry, Needles, Riverside, San Jacinto to Yuma (Ariz.).	Feb. 1 to 28, 1906	154.48	34.95
Cecil Clay	General agent	In re matters United States penitentiaries.	Atlanta and return, St. Louis, Leavenworth, St. Louis, Fort Leavenworth, St. Louis and return.	Mar. 13 to 31, 1906	60.94	97.25
Chas. F. De Woody	Clerk	In re violations Intercourse acts and frauds.	From Oceano, San Diego, Los Angeles, Phoenix, Tucson, Tempe, Yuma, Albuquerque, Ashfork to Solome (Ariz.).	Mar. 1 to 31, 1906	244.32	74.25
Charles F. De Woody	do	do	From Wendale, Wickenburg, Phoenix, Yuma, Tucson, to Chicago.	Apr. 1 to 30, 1906	189.08	68.90
Do	do	do	From Chicago, Akron to Washington.	May 1 to 8, 1906	28.30	
Do	do	do	Alton, Chicago, Ashfork, Prescott, Los Angeles, to San Francisco.	June 2 to 30, 1906	140.28	1107.80

(1) Round trip.

NOTE.—No transportation or subsistence charged against the departments by Col. Clay on trip between Washington and Portland; he went west on business not connected with the Department of Justice, and while there transacted certain business for this department, for which he charged expenses while so engaged.

APPROPRIATION, "PROSECUTION OF CRIMES"—Continued.

Name.	Title.	Nature of business.	Destination.	Date.	Expense.	Transportation requested.
Cecil Clay	General agent.	In re matter United States penitentiaries.	Atlanta, St. Louis, Leavenworth, and return.	July 11 to 20, 1906.	\$31.90	\$69.31
Charles F. De Woody.	Clerk.	In re violations intercourse act and fraud.	From San Francisco, Ogden, Salt Lake City, Denver, Chicago, Akron, to Washington.	July 1 to 13, 1906.	97.28	(¹)
Cecil Clay.	General agent.	In re matters United States penitentiaries.	Albany, St. Louis, Denver, Salt Lake City, Portland, Seattle, Kansas City, Memphis, Atlanta, and return.	Sept. 14 to Oct. 27, 1906.	156.65	171.25
Ashton F. Embry.	Confidential clerk.		Atlanta, Knoxville, Chattanooga, Jacksonville, Richmond, and return.	Oct. 27 to Nov. 18, 1906.	104.81	62.05
Cecil Clay.	General agent.	In re matters United States penitentiaries.	New York and return.	Dec. 26 to 27, 1906.	5.75	10.00
Henry M. Hoyt.	Solicitor General.		From New York to Washington to Chicago, St. Paul, Seattle, Fairbanks, Skagway, Dawson, Cleary City, Nome (Alaska), Jersey City, New York, Mineola, Philadelphia, and return.	July 24 to Dec. 8, 1906.	398.20	
R. V. La Dow.	Assistant general agent.	Investigating United States prisons and prisoners.	New York, Baltimore, Atlanta, Knoxville, Pensacola, Jacksonville, Charlotte, Norfolk, Sanford, Orlando, St. Augustine, and return.	Jan. 20 to 24, 1907.	24.97	10.00
Charles W. Russell.	Assistant Attorney General.		New York, Chicago, Kansas City, Leavenworth, St. Louis, and return.	Oct. 17, 1906, to Feb. 10, 1907.	708.89	66.75
Do.	do.	Investigating United States prisons and prisoners.	Richmond, Norfolk, and return.	Mar. 15 to 19, 1907.	36.18	
R. V. La Dow.	Assistant general agent.	do.	Thoson (N. J.) and return.	Mar. 4 to 28, 1907.	51.49	66.75
Do.	do.	do.	Wheeling, Moundsville, Atlanta, and return.	Apr. 2 to 5, 1907.	27.75	
Do.	do.	do.	Pittsburgh, Wheeling, Moundsville.	May 18 to 25, 1907.	11.85	
Do.	do.	do.		June 3 to 18, 1907.	37.01	35.00
M. W. McClaughry.	Special employee.	In re matters of collecting and classification of criminal measurements.	From Moundsville, Wheeling, to Washington.	June 20 to 30, 1907.	18.55	
Do.	do.	do.	Atlanta and return.	July 1 to 2, 1907.	20.60	
Do.	do.	do.		Aug. 26 to Sept. 14, 1907.	19.89	
Total.					5,099.94	1,336.76

APPROPRIATION, "ENFORCEMENT OF ANTITRUST LAWS."

M. D. Purdy.....	Assistant to the Attorney General	Standard Oil civil suit.	At Kansas City, St. Louis, Chicago to Washington.	July 1 to 17, 1905.....	\$152.73	.....
Oliver E. Pagan.....	Special Assistant to the Attorney General.	Standard Oil and Alton rebate cases and Beef Trust case.	At Chicago.....	July 1 to 31, 1905.....	216.07	.....
Do.....	do.....	do.....	do.....	Aug. 1 to 31, 1905.....	203.60	\$23.55
J. H. Graves.....	Assistant Attorney	Standard Oil civil suit.	From Philadelphia, Sayre, Auburn, Syracuse, Birmingham, Elmira to Washington.	Oct. 12 to 15, 1905.....	16.60	.....
Oliver E. Pagan.....	Special Assistant to the Attorney General.	Standard Oil and Alton rebate cases and Beef Trust case.	Chicago to Washington, Washington to Chicago.	Sept. 1 to 13, 25 to 30, 1905.....	120.51	44.50
Do.....	do.....	Milwaukee Refrigerator Transit Co. rebate cases.	Chicago to Washington, Washington to Chicago.	Oct. 1 to 15, 17 to 21, 23 to 31, 1905.....	208.60	89.00
M. D. Purdy.....	Assistant to the Attorney General.	St. Louis R. R. Terminal Association case and rebate cases.	Chicago and return, Washington to Chicago.	Nov. 12 to 20, 1905.....	118.15	.....
Oliver E. Pagan.....	Special Assistant to the Attorney General.	Standard Oil and Alton rebate cases and Beef Trust case.	St. Louis, Kansas City and return.	Nov. 1 to 8, 18 to 30, 1905.....	137.55	39.50
Do.....	do.....	do.....	At Chicago, Chicago to Washington, Washington to Chicago.	Dec. 1 to 21, 1905.....	141.35	17.50
Do.....	do.....	do.....	At Chicago, Chicago to Washington.	Jan. 15 to 31, 1906.....	107.95	22.00
Wm. S. Gregg.....	Law clerk.	do.....	At Chicago.....	Feb. 1 to 28, 1906.....	178.65	.....
J. H. Graves.....	Assistant Attorney	Investigation Drug Trust.	Harrisburg, Va., and return	Mar. 1 to 3, 1906.....	15.60	.....
Do.....	do.....	Fertilizer case.	Toronto, Buffalo, New York, Atlantic City, Philadelphia and return.	Mar. 6 to 19, 1906.....	91.85	.....
Oliver E. Pagan.....	Special Assistant to the Attorney General.	do.....	Richmond and return.	Mar. 20 to 22, 1906.....	14.45	.....
J. H. Graves.....	Assistant Attorney	Standard Oil and Alton rebate cases and Beef Trust case.	Chicago to Washington.....	Mar. 1 to 25, 1906.....	180.85	17.50
Oliver E. Pagan.....	Special Assistant to the Attorney General.	Fertilizer Trust case.	Louisville to Nashville.....	Apr. 12 to 16, 1906.....	27.95	40.10
J. H. Graves.....	Assistant Attorney	do.....	At Nashville.....	Apr. 21 to 30, 1906.....	57.55	19.95
Do.....	do.....	do.....	From Nashville to Chattanooga and return to Nashville.	do.....	43.15	19.95
Do.....	do.....	do.....	From Nashville to Cincinnati to Washington.	May 1 to 27, 1906.....	134.80	20.15
Do.....	do.....	do.....	Nashville to Chicago.....	May 7 to 31, 1906.....	190.59	13.50
J. H. Graves.....	Assistant Attorney	Tobacco Trust case (office).	From Chicago, New York to Washington.	June 1 to 18, 1906.....	106.20	30.50
M. D. Purdy.....	Assistant Attorney	Fertilizer Trust case.	Richmond and return.....	July 8 to 15, 1906.....	29.45	.....
J. H. Graves.....	Assistant to the Attorney General.	Standard Oil case.	St. Paul, Minneapolis, Chicago and return.	June 30 to July 17, 1906.....	173.45	.....
Do.....	do.....	do.....	Buffalo, Jamestown, N. Y., Buffalo and return.	July 17 to 20, 1906.....	20.25	20.00
Oliver E. Pagan.....	Special Assistant to the Attorney General.	Standard Oil rebate cases.	Chicago, St. Paul.....	July 23 to 31, 1906.....	46.15	28.50
			Cleveland, Jamestown (N. Y.), Cleveland, Chicago.	July 4 to 9, 11 to 31, 1906.....	211.16	.....

1 See previous trip.

APPROPRIATION, "ENFORCEMENT OF ANTITRUST LAWS"—Continued.

Name.	Title.	Nature of business.	Destination.	Date.	Expense.	Transportation requests.
Oliver E. Pagan	Special Assistant to the Attorney General.	Standard Oil rebate cases.	From Chicago, Jamestown (N. Y.), Chicago, to Washington.	Aug. 1 to 26, 1906.	\$177.85	\$37.50
J. H. Graves	Assistant attorney.	Standard Oil civil suit.	At St. Paul.	Aug. 1 to 31, 1906.	153.87	
Do.	do.	do.	From St. Paul, Chicago, to Washington.	Sept. 1 to 7, 15 to 19, 1906.	53.48	28.00
Do.	do.	do.	Philadelphia, Harrisburg, and return.	Oct. 11 to 15, 1906.	38.17	
Oliver E. Pagan	Special assistant to the Attorney General.	Tobacco Trust cases.	New York and return.	Oct. 25 to 28, 1906.	28.00	
Wm. S. Gregg	Law clerk.	To investigate at Atlanta, Ga., the alleged violation of Sherman antitrust act.	Atlanta, Charlotte (N. C.), and return.	Oct. 20 to 28, 1906.	41.42	35.00
J. H. Graves	Special assistant attorney.	Standard Oil civil suit.	Pittsburgh, Clarion, Franklin, Madville, Warren, Corry, Johnsburg, Smithport, Bradford, Oil City, Pittsburgh, Cleveland, and return.	Nov. 13 to 24, 1906.	89.37	
Do.	do.	do.	Philadelphia and return.	Nov. 26 to 28, 1906.	19.75	
Do.	do.	do.	Cleveland and return.	Dec. 19 to 22, 1906.	17.35	22.00
Oliver E. Pagan	Special assistant to the Attorney General.	Standard Oil and Alton rebate cases.	Chicago, New York and return, New York and return.	Nov. 28 to Dec. 22, Dec. 27 to 28, 1906.	193.43	35.00
Do.	do.	do.	New York and return, Washington and return.	Jan. 2 to 23, 1907.	137.32	34.50
M. D. Purdy	Assistant to the Attorney General.	Standard Oil civil suit.	St. Louis and return.	Jan. 27 to 28, 31 to Feb. 1, 1907.	47.30	39.75
Oliver E. Pagan	Special assistant to the Attorney General.	Standard Oil and Alton rebate cases.	New York and return, Montgomery, Mobile.	Mar. 10 to 12, Mar. 26 to 31, 1907.	78.60	27.35
John A. Kratz, Jr.	do.	In re Watch Trust.	New York, Philadelphia, Lancaster, Philadelphia and return.	Apr. 2 to 10, 1907.	61.91	20.10
J. H. Graves	Special assistant attorney.	Standard Oil civil suit.	Philadelphia, Trenton (N. J.), and return.	Apr. 17 to 19, 1907.	22.90	
Do.	do.	do.	Chicago, St. Paul.	Apr. 21 to 30, 1907.	47.26	
M. D. Purdy	Assistant to the Attorney General.	Tobacco Trust and rebate cases.	New York and return.	May 6 to 9, 1907.	20.75	
J. H. Graves	Special assistant attorney.	Standard Oil civil suit.	From St. Paul, Chicago, to Washington.	May 1 to 13, 1907.	61.88	29.00
Do.	do.	do.	Norfolk, Jamestown (Va.), Norfolk and return.	May 22 to 25, 1907.	27.30	
M. D. Purdy	Assistant to the Attorney General.	Standard Oil civil suit.	From Chicago, St. Paul, Chicago, to Washington.	May 20 to 22, 27 to 28, 1907.	80.75	48.00
O. E. Pagan	Special assistant to the Attorney General.	Standard Oil and Alton rebate cases.	Chicago, Denver, Arrow Springs, Kremmling, Yampa, Steam Lick Springs (Colo.).	June 2 to 30, 1907.	131.80	52.65
Total					1,960.65	884.55

APPROPRIATION, "DEFENSE IN INDIAN DEPREDAATION CLAIMS."

Special attorney	Indian depredation cases				
Harry Peyton		From Reno, Ogden, Salt Lake City, Cheyenne, Chadron, Deadwood, Lead, Lincoln, St. Louis, to Washington.	July 1 to 17, 1905	\$66.45	\$80.70
Lincoln B. Smith	do	Chicago, Ill.	July 30, 1905	24.05	
E. C. Foster	do	From Glenwood Springs (Colo.), Salt Lake City, Ogden, Sacramento, San Jose, San Francisco, Napa, Stockton, to Shasta.	July 3 to 31, 1905	108.80	48.00
Jno. G. Thompson	Assistant Attorney General	From Chicago, Goshen, Toledo, Mansfield, Pittsburgh, to Washington.	July 20 to 22, 1905	15.55	
Lincoln B. Smith	Assistant attorney	From Chicago, Sioux City, Dakota City, Lincoln, Table Rock, Kansas City, Solomon, Beloit, Waterville, Blue Rapids, Salina, Oakley, Ellis, Denver, Pueblo, Walsenberg, Los Animas, Leoti, Horace, Cheyenne, Omaha, Norfolk, Columbus, Anita, to Des Moines.	Aug. 1 to 31, 1905	173.26	75.49
E. C. Foster	do	From Chester, Grants Pass, Portland, Eugene, Seattle, Prosser, Yakima, Pasco, Missoula, Bozeman, Billings, Helena, Butte, Blackfoot, Challis, to Custer.	Aug. 2 to 31, 1905	280.03	13.85
Lincoln B. Smith	do	From Des Moines, Chicago, to Washington.	Sept. 1 to 16, 1905	39.05	
E. C. Foster	do	Clare Station, Shoshone, Boise, Walla Walla, Pendleton, Spokane, Sheridan, Edgemont, Deadwood, Sturgis, Big Bottom, Denver, Chicago, to Washington.	Sept. 1 to 25, 1905	179.70	119.60
Jas. A. Tanner	do	From Denver to Cheyenne and return to Denver, Denver to Salt Lake.	Sept. 4 to 11, 1905	37.90	25.00
E. C. Foster	do	To St. Louis, Denver, San Francisco, Santa Barbara, Los Angeles, San Bernardino, Santa Ana.	Oct. 16 to 31, 1905	110.20	77.00
Do	do	From Los Angeles, Temecula, Santa Barbara, San Francisco, Reno, Susanville, Hot Springs, to Santa Monica.	Nov. 1 to 30, 1905	210.46	36.70
Do	do	From Los Angeles, Hollywood, Santa Barbara, San Francisco, Fresno, Sacramento, Salt Lake, Butte, Anaconda, Helena, Denver, St. Louis, to Washington.	Dec. 1 to 22, 1905	161.60	152.40
Lincoln B. Smith	do	St. Louis, Kansas City, Dodge City, Hutchinson, Medicine Lodge, Chicago, and return.	Jan. 5 to 16, 1906	79.05	64.40
Jno. G. Thompson	Assistant Attorney General	Chicago and return.	Mar. 9 to 20, 1906	33.50	17.00
Lincoln B. Smith	Assistant attorney	New York and return.	Apr. 26 to 28, 1906	17.60	
Jno. G. Thompson	Assistant Attorney General	Cincinnati and return.	May 18 to 20, 1906	42.00	
Do	do	New York and return.	May 28, 1906	14.50	

APPROPRIATION, "DEFENSE IN INDIAN DEPREDAATION CLAIMS"—Continued.

Name.	Title.	Nature of business.	Destination.	Date.	Expense.	Transportation requests.
John G. Thompson	Assistant Attorney General	Indian depredation cases	To Chicago	June 21 to 22, 1906	\$8.00	\$17.00
Do.	do.	do.	From Chicago to Washington	July 29 to 30, 1906	25.50	
Do.	do.	do.	Chicago and return	Oct. 11, Nov. 10, 1906 (2 days).	16.00	34.50
Total					1,643.22	741.04

APPROPRIATION, "TRAVELING AND MISCELLANEOUS EXPENSES."

W. H. Moody	Attorney General	Official business	Cleveland, Oyster Bay, and return	July 31, to Aug. 2, 1905	\$15.50	
Jno. A. Kratz	Private secretary	To perform duties as private secretary to Attorney General	Boston, Haverhill, New York, Marblehead, Beach Bluff, Gloucester, Nantasket, Salisbury Beach, Portsmouth.	July 1 to 31, 1905	259.33	\$22.25
O. J. Field	Chief clerk	Investigation public land matters.	Denver, Lumberton, Edith, Salda, and return.	July 19 to Aug. 10 1905.	63.95	88.75
G. Carroll Todd	Assistant attorney	State of Kansas v. State of Colorado.	New York and return.	July 24 to 28, 1905	31.37	
Frank L. Campbell	Assistant Attorney General	Official business.	Denver and return	Sept. 1 to 18, 1905	83.60	
Wm. H. Moody	Attorney General		Oyster Bay, Haverhill, Boston, Chicago, Traverse City (Mich.), New York, Boston.	Aug. 30 to Sept. 15, 1905.	294.41	
John A. Kratz, Jr.	Private secretary	To perform duties as private secretary to Attorney General	From Boston to Washington, to Boston, Haverhill, Swampscott, Marblehead, Chicago, Traverse City (Mich.), Detroit, New York, to Washington.	Aug. 1-2, Aug. 13 to Oct. 2, 1905.	245.29	88.53
M. S. Koonce	Clerk	Such work as directed by Attorney General.	Boston, Jersey City, New York, Washington, Boston, Haverhill, Danvers, and return.	July 1-Aug. 1, Aug. 13 to Oct. 2, 1905.	186.23	49.00
A. B. Hayes	Solicitor Internal Revenue	Assist in prosecution of revenue officers charged with defrauding the Government.	Greensboro and return	Oct. 9 to 11, 1905.	11.35	17.40
S. B. Shelby	Assistant attorney in charge of dockets.	Convention of insurance commissioners.	New York, Bretton Woods (N. H.), and return.	Sept. 24 to Oct. 13, 1905.	110.17	
Chas. H. Robb	Assistant Attorney General	Lawton et al., contract-labor case.	Indianapolis, Elkhart, Chicago, and return.	Oct. 15 to 19, 1905.	33.67	31.50
Do.	do.	do.	New York and return.	Oct. 27 to 28, 1905	10.80	
W. J. Hughes	Law clerk	Assist Librarian of Congress and register of copyrights at the session of copyright conference.	do	Oct. 31 to Nov. 5, 1905.	32.80	
Chas. H. Robb	Assistant Attorney General	Trial of Senator Burton	St. Louis and return.	Nov. 6 to 27, 1905.	134.30	38.75

M. S. Koonce.....	Clerk.....	Such work as directed by Attorney General.	New York and return.....	Nov. 28 to 29, 1905.....	19.00
A. B. Hayes.....	Solicitor Internal Revenue.....	Assist in prosecution of revenue officers charged with defrauding the Government.	Greensboro (N. C.) and return.....	Jan. 1 to 10, 1906.....	52.90
Chas. H. Robb.....	Assistant Attorney General.....	In re internal-revenue cases.	do.....	Jan. 25 to 28, 1906.....	28.58
A. B. Hayes.....	Solicitor Internal Revenue.....	Assist in prosecution of revenue officers charged with defrauding the Government.	Greensboro, N. C.....	Jan. 15 to 30, 1906.....	54.08
S. B. Shelbly.....	Attorney in charge dockets.....	Attend convention of Insurance commissioners.	Chicago and return.....	Jan. 30 to Feb. 5, 1906.....	73.75
M. D. Purdy.....	Assistant to the Attorney General.....	Official business.....	Washington, New York, and return.....	Jan. 31 to Feb. 2, 1906.....	29.85
W. H. Moody.....	Attorney General.....	To perform duties as private secretary to Attorney General.	New York, Chicago, Springfield, Boston, Haverhill, and return.....	Jan. 31 to Feb. 12, 1906.....	264.77
Jno. A. Kratz, Jr.....	Private secretary.....	Assist in prosecution of revenue officers charged with defrauding the Government.	do.....	Jan. 31 to Feb. 12, 1906.....	131.87
A. B. Hayes.....	Solicitor Internal Revenue.....	Investigation Surety Co., under act Aug. 13, 1894.	From Greensboro to Washington, Greensboro and return.....	Feb. 2 to 5, 16 to 17, 1906.....	80.34
Chas. H. Robb.....	Assistant Attorney General.....	Official business.....	New York and return.....	Feb. 15 to 16, 1906.....	21.30
W. H. Moody.....	Attorney General.....	To perform duties as private secretary to Attorney General.	Chicago and return.....	Mar. 9 to 21, 1906.....	155.85
Jno. A. Kratz, Jr.....	Private secretary.....	Investigation irregularity officers United States penitentiary.	do.....	do.....	150.69
S. B. Shelbly.....	Assistant attorney in charge of dockets.....	Investigation irregularity officers United States penitentiary.	Baltimore and return.....	Mar. 12 to 19, 1906.....	34.90
Chas. H. Robb.....	Assistant Attorney General.....	Investigation irregularity officers United States penitentiary.	Chicago, Denver, Colorado Springs, and return.....	Apr. 5 to 15, 1906.....	79.25
Robt. A. Howard.....	Special assistant attorney.....	Investigation irregularity officers United States penitentiary.	Atlanta and return.....	Apr. 15 to 23, 1906.....	73.25
Wm. H. Moody.....	Attorney General.....	Official business.....	New York and return.....	Apr. 28 to 30, 1906.....	39.75
Stanhope, Henry.....	Assistant attorney.....	Official business.....	do.....	May 11 to 13, 1906.....	45.90
W. H. Moody.....	Attorney General.....	Official business.....	Cincinnati, St. Louis, Little Rock, Fort Smith, and return.....	May 5 to 12, 1906.....	43.49
Chas. H. Robb.....	Assistant Attorney General.....	Official business.....	New York and return.....	May 18 to 20, 1906.....	41.00
W. H. Moody.....	Attorney General.....	Investigation violation Civil Service Act.	do.....	June 3 to 6, 1906.....	23.55
Chas. H. Robb.....	Assistant Attorney General.....	Investigation violation Civil Service Act.	Indianapolis and return.....	June 7 to 10, 1906.....	27.25
Glenn E. Husted.....	Assistant attorney.....	Investigation violation Civil Service Act.	Cincinnati and return.....	June 15 to 19, 1906.....	59.75
W. H. Moody.....	Attorney General.....	Assist Attorneys Kellogg and Morrison in the drafting of the Standard Oil bill.	Saybrook, New York, and return.....	July 1 to 8, 1906.....	35.59
Chas. Earl.....	Assistant attorney.....	To perform duties as private secretary to Attorney General.	Chicago, St. Paul.....	July 18, 1906.....	10.25
Jno. A. Kratz, Jr.....	Private secretary.....	To perform duties as private secretary to Attorney General.	Boston, Haverhill, Beach Bluff.....	July 5 to 31, 1906.....	105.59
				July 9 to 31, 1906.....	147.02
					12.25

APPROPRIATION, "TRAVELING AND MISCELLANEOUS EXPENSES"—Continued.

Name.	Title.	Nature of business.	Destination.	Date.	Expense.	Transportation requests.
Chas. Earl.....	Assistant attorney.....	Assist Attorneys Kellogg and Morrison in the drafting of the Standard Oil bill.	From St. Paul, Chicago to Washington.....	Aug. 1 to 27, 1906.....	\$126.76	\$29.00
W. S. Gregg.....	Law clerk.....	Investigation Guardian Trust Co., Tabliequal.	Harrisburg, Pittsburgh, St. Louis, Fayetteville, Kansas City, and return.	July 21 to Aug. 12, 1906.	93.57	60.75
M. S. Koonce.....	Clerk.....	Such work as directed by Attorney General.	Boston, Haverhill, New York, Gloucester, Portland, Glen Cove, and return.	July 9 to Sept. 22, 1906.	83.35	12.25
Jno. A. Kratz, Jr.....	Private secretary.....	To perform duties as private secretary to Attorney General.	From Beach Bluff, Boston, New London, Gloucester, Haverhill to Washington.	Aug. 1 to Sept. 26, 1906.	314.11	12.25
Peyton Gordon.....	Pardon attorney.....	Pardon matters.	Wilmington and return.	Sept. 24 to 28, 1906.	40.10	.....
S. B. Shelby.....	Attorney in charge dockets.	Investigation Federal Surety Co.	Indianapolis and return.	Oct. 1 to 14, 1906.	101.64	.....
Alex. H. Semmes.....	Law clerk.	do.	do.	do.	87.87	.....
M. S. Koonce.....	Clerk.....	Such work as directed by Attorney General.	Boston, Haverhill, New York, and return.	Oct. 2 to 6, 1906.	17.65	23.75
W. H. Moody.....	Attorney General.	Official business.	New York, Philadelphia, and return.	Oct. 26 to 29, 1906.	42.35	.....
Jno. A. Kratz, Jr.....	Private secretary.....	To perform duties as private secretary to Attorney General.	New York, Philadelphia, Jersey City, Boston, Haverhill.	Oct. 26 to 31, 1906.	36.03	11.50
Do.	do.	do.	From Haverhill, Boston to Washington.	Nov. 1 to 7, 1906.	37.77	12.25
J. C. McReynolds.....	Assistant Attorney General.	Consultation with Treasury officials.	New York and return.	Nov. 12 to 13, 1906.	18.75	.....
Alex. H. Semmes.....	Law clerk.	Investigation Title Guaranty Surety Co.	Scranton and return.	Oct. 28 to Nov. 17, 1906.	85.37	13.70
Wm. R. Loney.....	Clerk.....	Examining Title Guaranty Surety Co.	do.	Oct. 28 to Nov. 17, 1906.	84.69	13.70
O. J. Field.....	Chief clerk.....	In need of additional district judges.	Greenville, Knoxville, Chattanooga, Nashville, Jackson, Memphis, Birmingham, Montgomery, Mobile, Atlanta, Charleston, Greenville, and return.	Nov. 8 to 21, 1906.	97.60	64.23
Jno. A. Kratz, Jr.....	Private secretary.....	To perform duties as private secretary to Attorney General.	Philadelphia and return.	Nov. 22 to 23, 1906.	8.35	.....
Wm. R. Loney.....	Clerk.....	Investigation Keystone Surety Co.	do.	Dec. 12 to 15, 1906.	14.00	6.00
Peyton Gordon.....	Pardon attorney.....	Pardon matters.	Salisbury (N. C.), Chattanooga, Rome (Ga.), Mobile and return, New York, Philadelphia, and return.	Nov. 10 to 18-22 to 24, 1906.	96.40	.....
Henry M. Hoyt.....	Solicitor General.....	do.	Chincinnati and return.	Jan. 6 to 8, 1907.	22.85	27.00

H. C. Gauss.	Private secretary	To perform duties as private secretary to Attorney General	Baltimore and return	Feb. 14, 1907	3.08
Edward T. Sanford	Assistant Attorney General	United States v. John F. Shipp et al	Knoxville, Chattanooga, and return.	Feb. 9 to 17, 1907	40.56
Wm. R. Loney	Clerk	Investigation United Surety Co.	Baltimore and return (7 trips)	Feb. 21 to 26-Mar. 1, 1907	21.70
A. W. Cooley	Assistant Attorney General	Investigation lottery cases.	Greensboro and return.	Feb. 24 to Mar. 8, 1907	57.52
S. B. Shelby	Attorney in charge dockets.	Investigation United Surety Co.	Baltimore and return (5 trips)	Feb. 23 to 25-Mar. 1, 1907	15.50
H. C. Gauss.	Private secretary	To perform duties as private secretary to Attorney General	Baltimore and return.	Mar. 14, 1907	3.75
A. W. Cooley	Assistant Attorney General	Investigation lottery cases.	Baltimore, Mobile, and return.	Mar. 13 to 20, 1907	70.68
Do.	do	Investigation Commercial Trust Co.	New York and return.	Mar. 14 to 15, 1907	14.80
Wm. R. Loney	Clerk	Investigation Commercial Trust Co.	Cincinnati, St. Louis, Kansas City, Chicago, and return.	Apr. 2 to 12, 1907	56.57
H. C. Gauss.	Private secretary	To perform duties as private secretary to Attorney General	Baltimore and return.	Apr. 23, 1907	2.00
A. W. Cooley	Assistant Attorney General	Investigation lottery cases.	New York, Wilmington, Philadelphia, and return.	Apr. 20 to 23, 1907	17.84
W. S. Gregg.	Law clerk.	Investigation T. C. Humphrey, United States judge, Indian Territory.	St. Louis, Fayetteville, Tahlequah, Muskogee, South McAlester, Atoka, Denison, Bonham, Paris, Antlers, Hugo, Durant, From McAlester, Durant, Wilburton, Wister, Antlers, Hugo, Atoka, Muskogee, Crowder, Kinta, Ardmore, St. Louis, Harrisburg to Washington.	Mar. 9 to 31, 1907	93.79
Do.	do	do	Baltimore, Boston, and return.	Apr. 1 to 23, 1907	127.95
H. C. Gauss.	Private secretary	To perform duties as private secretary to Attorney General	Chicago, St. Louis, Pittsburgh, New York, and return.	Apr. 25 to 28, 1907	46.40
A. W. Cooley	Assistant Attorney General	Investigation lottery cases.	Wilmington and return.	May 5 to 9, 1907	33.09
Do.	do	American Association of Law Libraries Convention.	Asheville and return.	May 22, 1907	7.50
W. C. Houghtelin	Clerk	do	Asheville and return.	May 18 to 26, 1907	15.20
Geo. Kearney	Assistant Attorney General	Investigation lottery cases.	Asheville, Salisbury, and return.	May 21 to 29, 1907	31.30
A. W. Cooley	do	do	Boston, New York, and return.	May 27 to 30, 1907	14.91
Chas. W. Russell.	do	do	Chicago, St. Paul, Charleston, and return.	May 26 to June 10, 1907	92.88
A. W. Cooley	do	do	Mobile, New Orleans, Birmingham, Montgomery, Memphis, Little Rock, St. Louis, and return.	June 2 to 12, 1907	82.79
H. C. Gauss.	Private secretary	To perform duties as private secretary to Attorney General	Baltimore and return.	June 14, 1907	2.25
Do.	do	do	do	June 19, 1907	2.85
C. W. Russell.	Assistant Attorney General	Investigation Keystone & Pennsylvania Surety Co.	Charlotte (N. C.) and return.	June 12 to 15, 1907	17.80
Alex. H. Semmes.	Law clerk.	do	Philadelphia, Harrisburg, and return.	June 5 to 15, 1907	56.17
					23.50

APPROPRIATION, "TRAVELING AND MISCELLANEOUS EXPENSES"—Continued.

Name.	Title.	Nature of business.	Destination.	Date.	Expense.	Transportation requests.
W. R. Loney.....	Clerk.....	Investigation Keystone and Pennsylvania Surety Co.	Philadelphia, Harrisburg, and return.	June 5 to 15, 1907.....	\$36.17.....	.....
H. C. Gauss.....	Private secretary.....	To perform duties as private secretary to Attorney General.	Baltimore (including mileage book charged for in account).	June 24, 1907.....	21.00.....	.....
Peyton Gordon.....	Pardon attorney.....	Pardon matters.....	St. Louis, Kansas City, Leavenworth to Washington.	June 14 to 23, 1907.....	54.34.....	\$31.25
A. W. Cooley.....	Assistant Attorney General.....	.....	New York, Oyster Bay, Boston.	June 20 to 23, 1907.....	24.50.....	.....
Chas. W. Russell.....	do.....	.....	Charleston (W. Va.) and return.	June 26 to 29, 1907.....	18.60.....	22.80
Edward T. Sanford.....	do.....	United States v. John F. Shipp et al.	Knoxville, Chattanooga, Salisbury, and return.	June 1 to 30, 1907.....	116.19.....	32.70
Total.....					5,862.46.....	1,605.63

APPROPRIATION, "DEFENDING SUITS AGAINST THE UNITED STATES."

John Q. Thompson.....	Special attorney.....	Court of Claims cases.	New York and return.	July 6 to 7, 1906.....	\$12.40.....	\$10.00
Felix Brannigan.....	Assistant attorney.....	do.....	Birmingham, Johnson City, Chattanooga, Montezuma, Cranberry, Linville, Green Park, Lenore, Hickory (N. C.), and return.	July 1 to 8, 1906.....	66.38.....	.....
John W. Trainer.....	do.....	do.....	Philadelphia and return.	July 4 to 10, 1906.....	8.00.....	6.00
P. M. Ashford.....	Special attorney.....	do.....	Norfolk and return.	July 17 to 19, 1906.....	12.88.....	.....
F. W. Collins.....	do.....	do.....	Philadelphia and return.	July 4 to 7, 1906.....	25.52.....	.....
Malcolm A. Coles.....	do.....	do.....	W. Va., Ocean (W. Va.), Roanoke, Front Royal, Strasburg (Va.), and return.	July 3 to 6, 13 to 15, 1906.....	53.45.....	.....
W. W. Scott.....	Assistant attorney.....	do.....	Old Point to Williamsburg and return.	.....	.....	.....
			Norfolk, Portsmouth, Williamsburg, Petersburg, Richmond (Va.), Charleston, Parkersburg, Philippi, Fairmont, Brothsville (W. Va.), and return.	July 10 to 13, 23 to 30, 1906.....	80.21.....	.....
L. A. Pradt.....	Assistant Attorney General.....	do.....	From Chicago to Washington.	.....	.....	.....
F. De C. Faust.....	Special attorney.....	do.....	(Ill.)	July 29 to 31, 1906.....	12.00.....	16.00
John Q. Thompson.....	do.....	do.....	New York and return.	July 7 to 29, 1906.....	61.60.....	33.35
F. De C. Faust.....	do.....	do.....	From Carrollton, Winchester (Ill.), Chicago to Washington, Philadelphia and return.	Aug. 1 to 7, 10 to 11, 1906.....	28.76.....	16.00
F. W. Collins.....	do.....	do.....	Rochester and return, New York and return.	Aug. 1 to 4, 18 to 22, 1906.....	53.37.....	10.48
Charles F. Kincheloe.....	do.....	do.....	New York and return, New York and return.	Aug. 17 to 24, 1906.....	67.28.....	.....
George H. Walker.....	Assistant attorney.....	do.....	Buffalo, Detroit, Amherstburg, Bethlehem, Philadelphia and return.	July 1 to Aug. 20, 1906.....	39.35.....	28.60
					216.75.....	.....

P. M. Ashford.....	Special attorney.....	do.....	New York, Hartford, New York, Albany, New York and return.	Aug. 3 to 28, 1905.....	66.30	10.00
W. W. Scott.....	do.....	do.....	Harpers Ferry, Charlestown, Martinsburg (W. Va.), Alexandria, Remington (Va.), and return. New York and return.	Aug. 4 to 8, 29 to 31, 1905.	17.52	10.00
Malcolm A. Coles.....	Assistant attorney.....	do.....	Lynchburg, Charlotte, Stanley Creek and return, Fredericksburg and return, to Baltimore, Norfolk.	Aug. 7 to 13, 17-19, 31, 1905.	32.85	23.50
John W. Trainer.....	do.....	do.....	Philadelphia and return.	Sept. 15, 1905	5.30	6.00
F. W. Collins.....	Special attorney.....	do.....	Baltimore and return.	Sept. 20 to 27, 1905	21.18	
P. M. Ashford.....	do.....	do.....	Baltimore and return.	Sept. 20, 1905	3.35	
Malcolm A. Coles.....	do.....	do.....	Norfolk, Portsmouth, New York, Newburgh, Ashville, Broadway, Taxaway, Salisbury (N. C.), New York, Philadelphia, Strasburg (Va.) and return.	Sept. 1 to 27, 1905.	114.87	39.75
George H. Walker.....	Assistant attorney.....	do.....	New York and return.	Sept. 15 to 17, 1905.	8.30	10.00
W. W. Scott.....	do.....	do.....	New York and return. Morgantown, Fairmont, Charleston, Sisonville, Parkersburg, Fairmont (W. Va.) and return.	Sept. 1 to 10, 21 to 30, 1905.	109.20	10.00
James A. Tanner.....	do.....	do.....	Louisville, St. Louis, Kansas City, Harrisonville, Freeman, Orrick (Mo.), Denver, Salt Lake City, Butte, Helena, St. Paul, Chicago, Cincinnati, and return.	Aug. 28 to Sept. 28, 1905.	112.05	130.50
John W. Trainer.....	do.....	do.....	Boston, Concord, Gloucester, Plymouth, and return.	Oct. 8 to 16, 1905.	53.18	23.00
F. De C. Faust.....	Special attorney.....	do.....	Chicago and return.	Oct. 17 to 22, 1905.	30.60	34.50
James A. Tanner.....	Assistant attorney.....	do.....	New York, Fall River, New Bedford, Boston, and return.	Oct. 14, 20 to 26, 1905.	46.59	10.00
F. W. Collins.....	Special attorney.....	do.....	Philadelphia and return.	Oct. 17 to 20, 1905.	26.78	
John Q. Thompson.....	do.....	do.....	New York and return.	Oct. 29 to 31, 1905.	27.20	
Malcolm A. Coles.....	do.....	do.....	Richmond and return.	Oct. 5 to 7, 1905.	16.04	
Robert A. Howard.....	do.....	do.....	St. Louis, Little Rock, Newport, St. Louis, and return.	Oct. 21 to 31, 1905.	33.25	53.25
John W. Trainer.....	do.....	do.....	New York and return.	Nov. 24, 1905	5.60	10.00
F. W. Collins.....	do.....	do.....	Philadelphia and return. New York and return.	Nov. 12 to 14, 22 to 24, 1905.	48.79	
F. De C. Faust.....	do.....	do.....	New York and return.	Nov. 17 to 18, 1905.	20.05	
P. M. Ashford.....	do.....	do.....	Pittsburgh and return. New York and return.	Nov. 1 to 17, 23 to 24, 1905.	45.80	
W. W. Scott.....	Assistant attorney.....	do.....	New York, Hartford, and return.	Nov. 7 to 11, 1905.	38.95	
Malcolm A. Coles.....	Special attorney.....	do.....	Roanoke, Charlestown, Middleton, Harpers Ferry, and return.	Nov. 1 to 2, 1905.	14.05	
Do.....	do.....	do.....	New York, New Brunswick, Philadelphia, Coatsville, Philadelphia and return.	Nov. 15 to 27, 1905.	43.13	
George H. Walker.....	Assistant attorney.....	do.....	Pittsburgh and return.	Nov. 6 to 9, 1905.	27.25	
John G. Thompson.....	Special attorney.....	do.....	Chicago and return.	Nov. 23 to Dec. 2, 1905.	17.00	34.00
F. De C. Faust.....	do.....	do.....	New York and return.	Dec. 18 to 20, 1905.	22.35	
P. M. Ashford.....	do.....	do.....	New York, Waterbury, New York, Boston, New York, and return.	Dec. 10 to 21, 1905.	87.19	
Malcolm A. Coles.....	do.....	do.....	Annapolis and return, Petersburg and return.	Dec. 8 to 9, 22 to 23, 1905.	21.29	

APPROPRIATION, "DEFENDING SUITS AGAINST THE UNITED STATES"—Continued.

Name.	Title.	Nature of business.	Destination.	Date.	Expense.	Transportation requests.
James A. Tanner.	Assistant attorney.	Court of Claims cases	New York, New Haven, and return.	Dec. 21 to 23, 1905.	\$25.90	
John W. Trainer.	do.	do.	Philadelphia and return.	Dec. 26, 1905.	3.55	\$6.00
W. W. Scott.	do.	do.	Remington (Va.), and return.	Dec. 23, 1905.	3.40	
Felix Braunigan.	do.	do.	New York, New Rochelle and return.	Nov. 5 to 12, 1905.	59.50	
P. M. Ashford.	Special attorney.	do.	New York, Boston, and return.	Jan. 5 to 9, 1906.	45.60	
Chas. F. Kincheloe.	do.	do.	Pittsburgh and return.	Jan. 3 to 7, 1906.	34.30	
F. de C. Faust.	do.	do.	New York and return.	Jan. 19 to 30, 1906.	20.70	
F. W. Collins.	do.	do.	Philadelphia and return, New York and return.	Jan. 2, 21 to 23, 1906.	38.71	
Geo. H. Walker.	Assistant attorney.	do.	New York and return.	Jan. 17 to 21, 1906.	30.05	
P. M. Cox.	Law clerk.	do.	Wilmington, Southport (N. C.), and return.	Feb. 12 to 17, 1906.	20.60	22.60
F. de C. Faust.	Special attorney.	do.	New York, Wilmington, and return.	Feb. 5 to 6, 1906.	22.77	
P. M. Ashford.	do.	do.	Norfolk and return.	Feb. 23 to 26, 1906.	17.55	
W. W. Scott.	Assistant attorney.	do.	New York, Parkersburg, Point Pleasant, Charleston (W. Va.), and return.	Feb. 5 to 10, 22 to 27, 1906.	58.91	
Geo. M. Anderson.	Special attorney.	do.	Rockville, Annapolis, and return.	Feb. 18 to 19, 1906.	6.75	
Malcolm A. Coles.	do.	do.	Warrenton, Cliff Mills, Farquar Springs (Va.)	Feb. 28 to 29, 1906.	11.45	
F. W. Collins.	do.	do.	Jacksonville, Havana, Santiago de Cuba.	Feb. 19 to Mar. 8, 1906.	166.40	76.00
Do.	do.	do.	Charlestown (W. Va.) and return.	Feb. 10, 1906.	4.70	
P. M. Ashford.	do.	do.	Boston and return.	Mar. 8 to 11, 1906.	21.45	21.00
Felix Braunigan.	Assistant attorney.	do.	New York, Philadelphia, and return.	Feb. 26 to Mar. 5, 1906.	53.04	
Robert A. Howard.	do.	do.	do.	Mar. 5 to 7, 1906.	24.25	
Do.	do.	do.	Savannah, Brunswick (Ga.) and return.	Mar. 8 to 18, 1906.	73.75	35.00
F. de C. Faust.	Special attorney.	do.	Philadelphia and return, New York and return.	Feb. 24, Mar. 18 to 23, 1906.	52.60	
W. W. Scott.	Assistant attorney.	do.	Martinsburg (W. Va.), Woodstock (Va.) and return, New York and return, Hartford, Springfield, Holyoke.	Mar. 9 to 10, 20 to 24, 26 to 30, 1906.	86.90	
J. A. Van Orsdel.	Assistant Attorney General.	do.	Chicago and return.	Mar. 19 to 20, 28 to 30, 1906.	17.89	34.50
Geo. M. Anderson.	Special attorney.	do.	Rockville, Culpeper, and return.	Mar. 30 to 31, 1906.	5.90	
James A. Tanner.	Assistant attorney.	do.	Cincinnati and return, Atlanta and return.	Mar. 18 to 23, Mar. 27 to Apr. 1, 1906.	57.05	31.75
Malcolm A. Coles.	Special attorney.	do.	From Warrenton, Fredericksburg, Tinder Station, Wilmington, Columbia, Charlotte, Stanby Creek, to Norfolk.	Mar. 1, 20 to 30, 1906.	67.50	
Carrie E. Smith.	Stenographer.	do.	New York and return.	Mar. 26, to Apr. 3, 1906.	24.00	
James A. Tanner.	Assistant attorney.	do.	Chicago, Peoria and return.	Apr. 4 to 9, 1906.	38.25	34.50
P. M. Ashford.	Special attorney.	do.	Philadelphia and return.	Apr. 15 to 21, 1906.	28.76	

W. W. Scott.....	do.....	do.....	Beckley Station, Charleston, Spencer, Petersburg (Va.), New York, Fairmont, Morgantown (W. Va.), and return.	Apr. 3 to 27, 1906.	133.38	.....
F. W. Collins.....	do.....	do.....	New York and return.	Apr. 27 to 30, 1906.	32.45	.....
Malcolm A. Coles.....	do.....	do.....	From Norfolk, Old Point, Newport News to Washington.	Apr. 1 to 3, 1906.	16.04	.....
John W. Trainer.....	do.....	do.....	Philadelphia and return.	May 5, 1906.	10.00	.....
F. de C. Faust.....	do.....	do.....	New York, New London, Newport, Boston, Philadelphia and return.	May 7 to 11, 1906.	32.86	.....
P. M. Ashford.....	do.....	do.....	Philadelphia and return.	May 1, 8 to 10, 1906.	27.15	.....
Chas. F. Kinchloe.....	do.....	do.....	Philadelphia and return (2 trips).	May 4 to 5, 17 to 19, 25, 1906.	47.86	.....
F. W. Collins.....	do.....	do.....	New York and return (2 trips), Philadelphia and return.	May 23 to 29, 1906.	18.06	.....
Malcolm A. Coles.....	do.....	do.....	Philadelphia and return.	May 14 to 16, 24 to 26, 1906.	42.42	.....
F. W. Collins.....	do.....	do.....	New York and return, Hagerstown and return.	June 3 to 9, 1906.	44.01	22.55
Geo. M. Anderson.....	do.....	do.....	Boston, Portsmouth, N. H., New York, Philadelphia, and return.	June 11, 1906.	7.97	.....
W. W. Scott.....	do.....	do.....	Rockville, Trevorton (Md.), and return.	June 6 to 13, 1906.	56.55	.....
Assistant attorney.....	do.....	do.....	(W. Va.), Tuscarora (Md.), and return.	May 29, 1906.	9.50	.....
F. de C. Faust.....	do.....	do.....	New York, Philadelphia, Roncette, Lewisburg, Blue Sulphur (W. Va.), and return.	May 25 to June 25, 1906.	173.89	36.35
Win. H. Lamm.....	do.....	do.....	Philadelphia and return.	.....	.....	.....
	do.....	do.....	Elizabeth City (N. C.), S. Mills, Suffolk (Va.), Massot (Tenn.), Knoxville, Cleveland, McDonald, Chattanooga, Kingsold, Dilton, Roseau, Cahoon, Adams, Fovilla, Macon, Rome, Cedar Bluff (Ala.), Atlanta, Guntersville (Ala.), Birmingham, Decatur, Athens (Ga.), Mesocow, Memphis, Humboldt, Keokuk, Union City, Nashville, Fountain Head, Portland, Bowling Green, Russellville (Tenn.), and return.	June 5 to 24, 1906.	92.71	.....
Malcolm A. Coles.....	Special attorney.....	do.....	Baltimore, Salisbury (Md.), Tasley (Va.), Fort Monroe, Providence, Fargo, Charles City, Richmond, Petersburg, Williamsburg, Bieders Deans, Yorkton, Gloucester Point, Hayes Store (Va.), and return.	June 14, 1906.	3.45	.....
F. W. Collins.....	do.....	do.....	Baltimore and return.	June 7 to 29, 1906.	128.30	104.60
P. M. Ashford.....	do.....	do.....	Parkersburg, Cincinnati, St. Louis, Kansas City, Balton (Mo.), Galveston, San Antonio, Los Angeles, San Francisco and return.	.....	.....	.....
J. A. Van Orsdel.....	Assistant Attorney General.....	do.....	Buffalo and return.	July 3 to 4, 1906.	35.65	.....
John Q. Thompson.....	Special attorney.....	do.....	New York and return.	July 9 to 14, 1906.	41.65	.....
F. de C. Faust.....	do.....	do.....	do.	July 7 to 10, 1906.	35.15	.....
James A. Tanner.....	Assistant attorney.....	do.....	do.	July 16 to 17, 1906.	20.10	.....
F. W. Collins.....	Special attorney.....	do.....	Chicago, St. Paul, and return.	July 2 to 13, 1906.	68.87	57.50
W. W. Scott.....	Assistant attorney.....	do.....	Charleston, Winchester, Harpers Ferry, and return.	July 13 to 26, 1906.	26.76	.....
John Q. Thompson.....	Special attorney.....	do.....	Frederick and return.	July 18 to 25, 1906.	10.56	.....
Perry M. Cox.....	Law clerk.....	do.....	Culpeper and return.	July 20, 1906.	4.95	.....

APPROPRIATION, "DEFENDING SUITS AGAINST THE UNITED STATES"—Continued.

Name.	Title.	Nature of business.	Destination.	Date.	Expense.	Transportation requests.
Chas. F. Kincheloe.....	Special attorney.....	Court of Claims cases.....	Alexandria, Norfolk, Portsmouth, and return.	July 25 to 27, 1906.....	\$18.30	.....
Geo. M. Anderson.....	do.....	do.....	Rockville, Remington, Culpeper, Warrenton, Marshal Plains, Haymarket, Richmond, Tunstalls, Petersburg, Williamsburg, Norfolk, and return.	July 2 to 6, 23 to 29, 1906.....	53.85	.....
Malcolm A. Coles.....	do.....	do.....	New York and return.....	July 26 to 28, 1906.....	27.10	.....
P. M. Ashford.....	do.....	do.....	Los Angeles, San Francisco, Mare Island, Portland, The Dalles, Astoria, Seattle, Olympia, Helena, Omaha, Chicago, and return.	July 1 to 31, 1906.....	216.49	\$91.60
W. W. Scott.....	Assistant attorney.....	do.....	Grafton, Webster, and return to Washington, Clarksburg, Buckhannon, Brownsville, Glenville, Charleston, St. Albans, Clarksburg, W. Va., and return.	Aug. 13 to 22, 23 to 28, 1906.....	95.44	.....
Geo. M. Anderson.....	Special attorney.....	do.....	Rockville, New York and return.....	Aug. 14 to 16, 1906.....	26.35	.....
James A. Tanner.....	Assistant attorney.....	do.....	Pottsville (Pa.) and return.....	Aug. 27 to 28, 1906.....	15.94	.....
Malcolm A. Coles.....	Special attorney.....	do.....	Louisville, Louisa, Ashland, Lexington, Bergin, Harrodsburg, Somerset, Junction City, New Haven, Ky.	Aug. 23 to 31, 1906.....	51.79	.....
F. De C. Faust.....	do.....	do.....	Detroit, Chicago, St. Paul, Benton Harbor, Mich.	Aug. 5 to 31, 1906.....	154.74	16.00
Do.....	do.....	do.....	From Chicago, New York, to Washington.....	Sept. 1 to 7, 1906.....	40.93	18.00
John W. Trainer.....	do.....	do.....	Philadelphia, Cape May, and return.....	Aug. 4 to 17, Sept. 12, 1906.....	49.60	.....
*Percy M. Cox.....	Law clerk.....	do.....	Fredericksburg, Tinders, Brooke, Gills, Garrisonville, Dumfries, Quantico, and return to Washington; Warrenton, Fauquier Springs, Jeffersonson (Va.), and return.	Sept. 3 to 8, Sept. 12, 1906.....	37.80	.....
Wm. H. Lamar.....	Assistant attorney.....	do.....	Beaufort, Norfolk, Elizabeth City, Newbern, Moorehead City, Goldsboro, Wallace, Wilmington, Wrightsville, Fayetteville, Sumpter, Camden, Kershaw, Rock Hill, Columbia, Kallcock, Bennettsville, Charleston, Isle of Palms, Hampton (S. C.), Savannah, Stillwell, McIntosh, Hinesville (Ga.), Jacksonville, New Berlin, Macon, S. Marr, Griffin, Atlanta, Cartersville, Athens, Elberton, Bowersville (Ga.), Hartwell, Anderson, Columbus (S. C.), Dallas (Ga.), Opelika (Ala.)	July 23 to Sept. 1, 1906.....	269.27	.....

W. W. Scott.....	do.....	do.....	Fairmont (W. Va.), and return, Lanes, Georgetown, Charleston, Edisto Island, Adams Run, Beaufort, Yemassee, Ridgeland, Harleeville (S. C.), Savannah, Garnett, Robertville, Orangeburg (S. C.), and return.....	Sept. 10 to 12, 17 to 30, 1906.	108.86	.....
Malcolm A. Coles.....	Special attorney.....	do.....	From New Haven (Ky.), Louisville, Warrenton, Gilmore, Bowling Green, Louisiana (Ky.), St. Louis, Lebanon, Aurora, Springfield, Galena, Williamsville, Lipces, Charleston (Mo.), Cairo (Ill.), Princeton (Ky.), Knoxville, New Market, Danbridge, Jefferson City, Cumberland Gap (Tenn.), Wheeler to Big Stone Gap (Va.), Chicago, Omaha, and return.....	Sept. 1 to 30, 1906.....	134.38	.....
J. A. Van Orsdel.....	Assistant Attorney General.....	do.....	Rockville and return, Chicago, St. Paul, Spokane, Ogden, Denver, Chicago, and return.....	Aug. 11 to 14, Sept. 1 to 8, Oct. 1 to 3, 1906.	41.95	58.25
Geo. M. Anderson.....	Special attorney.....	do.....	Charleston, Martinsburg and return.....	Sept. 23 to Oct. 6, 1906.	103.60	140.75
Percy M. Cox.....	Law clerk.....	do.....	New York and return (2 trips).....	Oct. 12 to 13, 1906.....	7.53	31.26
F. W. Collins.....	Special attorney.....	do.....	From Big Stone Gap, Va., Bristol, Tenn., Richmond, Williamsburg, Newport News, Hampton, Norfolk, Cumberland Gap, (Tenn.) to Washington.....	Oct. 10 to 13, 20 to 21, 1906.	47.15	.....
Malcolm A. Coles.....	do.....	do.....	New York and return.....	Oct. 15 to 28, 1906.....	65.98	.....
James A. Tanner.....	Assistant attorney.....	do.....	Keyser and return, Ronceverte, Lewisburg, Thurmond, Waltail, Charleston, Boursville, Clarksburg, Parkersburg, Fairmont, Flatwoods (W. Va.), and return, St. Louis, Chicago, Detroit, Buffalo, New York, and return.....	Oct. 28 to 30, 1906.....	25.85	.....
W. W. Scott.....	do.....	do.....	Chicago, Kansas City, Olathe, Independence (Mo.), Lawrence, Pratt (Kans.), Chicago and return.....	Oct. 11 to 13, 21 to 31, 1906.	87.74	.....
F. De C. Faust.....	Special attorney.....	do.....	Berkeley Springs (W. Va.), Brunswick (Md.), and return, New York and return.....	Sept. 29 to Oct. 12, 1906.	125.75	21.00
John Q. Thompson.....	do.....	do.....	New York, Liverpool (England), Chester, Berlin (Germany), Hook (Holland), London, Dover (England), New York and return.....	Oct. 10 to Nov. 8, 1906.	95.60	62.50
F. W. Collins.....	do.....	do.....	Chicago and return.....	Sept. 1 to 4, 18 to 21, 1906.	43.76	.....
Felix Braunigan.....	Assistant attorney.....	do.....	New York and return (3 trips).....	July 13 to Sept. 29, 1906.	345.74	.....
Do.....	do.....	do.....	Louisville, St. Louis, Mexico, Sturgeon, Clark, Glasgow, Marshall, Harrisonville, Pleasant Hill, Kansas City, Butler, Brunswick (Mo.), Cincinnati and return.....	Oct. 8 to 14, 19 to 26; Nov. 5 to 11, 1906.	122.17	.....
Chas. F. Kincheloe.....	Special attorney.....	do.....	Pittsburgh and return.....	Oct. 16 to Nov. 19, 1906.	114.67	16.00
P. M. Ashford.....	do.....	do.....		Nov. 1 to 8, 1906.....	28.88	.....

APPROPRIATION, "DEFENDING SUITS AGAINST THE UNITED STATES"—Continued.

Name.	Title.	Nature of business.	Destination.	Date.	Expense.	Transportation requests.
W. W. Scott.....	Special attorney.....	Court of Claims cases.....	Flatwoods (Va.), Clarksburg, Fairmont (W. Va.) and return.	Nov. 1 to 4, 1906.....	\$23.41	.....
Percy M. Cox.....	Law clerk.....	do.....	Keedysville (Md.) and return; Weston, Burnsylvia, Orlando, Charleston, Deep Water, Montgomery (W. Va.) and return.	Nov. 3, 22 to 27, 1906...	52.68	.....
F. W. Collins.....	Special attorney.....	do.....	New York and return.....	Nov. 7 to 10, 1906.....	28.00	.....
Geo. M. Anderson.....	do.....	do.....	Norfolk, Old Point Comfort and return.....	Nov. 23 to 25, 1906.....	17.65	.....
Malcolm A. Coles.....	do.....	do.....	Yorktown (Va.), Baltimore and return.....	Nov. 10 to 13, 1906.....	15.53	.....
F. De C. Faust.....	do.....	do.....	Baltimore and return; New York and return, Baltimore and return.	Nov. 14, 19 to 22, 27, 1906.....	40.70	.....
Felix Brannigan.....	Assistant attorney.....	do.....	New York and return.....	Nov. 27 to Dec. 5, 1906.....	52.40	.....
Wm. H. Lamar.....	do.....	do.....	From Opelika, Jasper, Tusculum, Lexington, Florence (Ala.), Columbia (Tenn.), Decatur, Elkmont, Pulaski, Lynneville, Franklin, Truine, Nashville, Waverly, Springfield, Clarksville, Loveguy, Murfreesboro, Shelbyville, Chattanooga, Ringgold, Dalton, Adairsville, Kingston, Rome (Ga.), Cedar Bluffs (Ala.), Lawrence, Attalla, Gadsden, Blue Pond, Round Mountain, Collinsville, Huntsville, Scottsboro, Chattanooga, Dayton, Athens, Tallico Junction (Tenn.), Mineral Bluff (Ga.), Murphy (Tenn.), Asheville, Marion, Morgantown, Salisbury, Winston Salem, Greensboro, Raleigh, Newbern, Kingston, Parmale, Washington, Plymouth, Elizabeth City (N. C.), Norfolk to Washington.	Sept. 2 to Dec. 13, 1906.....	407.30	.....
Chas. F. Kincheloe.....	Special attorney.....	do.....	New York and return.....	Nov. 26 to 28, 1906.....	17.15	.....
Percy M. Cox.....	Law clerk.....	do.....	Langley (Va.) and return. Midland City (Ohio) and return.	Dec. 11, 13 to 17, 1906.....	17.20	\$27.25
J. A. Van Ordel.....	Assistant Attorney General.....	do.....	St. Louis, Muskogee, McAlester, Ardmore, Oklahoma City, Topeka, Beatrice, Omaha, Chicago and return.	Dec. 4 to 16, 1906.....	61.48	75.65
P. M. Ashford.....	Special attorney.....	do.....	New York, Philadelphia and return.....	Dec. 9 to 11, 1906.....	23.85	5.65
Geo. M. Anderson.....	do.....	do.....	Jacksonville, Miami, Pensacola, Flomaton (Ala.), Atlanta, Charleston, Columbia and return.	Dec. 11 to 22, 1906.....	71.00	88.85
Percy M. Cox.....	Law clerk.....	do.....	Liverpool (Md.) and return.....	Dec. 19 to 21, 1906.....	7.45	.....
Jno. Q. Thompson.....	Special attorney.....	do.....	Baltimore and return.....	Jan. 14 to 15, 1907.....	9.10	.....

W. H. Lamar	Assistant attorney	do	do	Jan. 18, 1907	4.90	10.00
F. W. Collins	Special attorney	do	New York, Philadelphia, Baltimore and return, Roanoke and return.	Dec. 5 to 7, 26 to 29, 1906.	36.21	10.00
P. M. Ashford	do	do	New York, Boston and return.	Jan. 17 to 22, 1907	35.82	19.30
W. W. Scott	do	do	New York, Hartford, Holyoke, Springfield, Philadelphia and return, Morgantown, Fairmont (W. Va.), and return, New York, Hartford, Springfield, Holyoke, Worcester and return.	Jan. 1 to 5, 11 to 17, 20 to 26, 1907.	126.03	16.00
Percy M. Cox	Law clerk	do	Massachusetts and return, Cumberland Springfield, Madison, Winchester, Charlottesville (W. Va.), Berryville, Front Royal, Harrisonburg, West Falls (Va.) and return.	Jan. 3, 7 to 12, 19, 1907	41.61	.....
A. C. Campbell	Special attorney	do	Chicago, Minneapolis and return.	Jan. 8 to 17, 1907	48.00	57.50
W. W. Scott	do	do	Charlottesville (W. Va.) and return, New York and return, New York and return, Springfield (Mass.) and return.	Feb. 1 to 4, 12 to 14, 18 to 21, 1907.	73.50	20.00
F. W. Collins	do	do	New York and return.	Feb. 13 to 16, 1907	22.20	10.00
F. De C. Faust	do	do	do	Feb. 22 to 24, 1907	28.85	.....
M. A. Coles	do	do	Charlottesville and return.	Feb. 25 to 26, 1907	9.00	.....
Robert A. Howard	Assistant attorney	do	Savannah and return.	Feb. 25 to 26, 1907	94.00	17.50
Percy M. Cox	Law clerk	do	Fortress Monroe, Onley, Keeler, Norfolk, Wilmington and return.	Feb. 10 to 17, 1907	44.45	21.95
Wm. H. Lamar	Assistant attorney	do	Memphis Batesville (Ark.) and return.	Feb. 18 to 23, 1907	56.17	28.95
W. W. Scott	Special attorney	do	Charleston, Point Pleasant, Parkersburg, Fairmont (W. Va.) and return, New York, Springfield, Holyoke and return.	Mar. 10 to 20, 26 to 28, 1907.	98.66	.....
F. W. Collins	do	do	New York, Pachogue (L. I.), New York and return.	Mar. 18 to 21, 26 to 28, 1907.	40.16	20.00
F. De C. Faust	do	do	Birmingham, Tuscaloosa, New Orleans and return.	Mar. 7 to 18, 1907	62.05	50.15
Percy M. Cox	Law clerk	do	Mount Sterling, Richmond, Paris to Lexington (Ky.)	Mar. 26 to 31, 1907	25.65	15.00
W. H. Lamar	Assistant attorney	do	From Memphis, Helena, Poplar Grove, Little Rock Marshall (Tex.), Shreveport, Lone Oak Campbell, Greenville, Dallas, Fort Worth, Gainesville, Temple to San Antonio.	Mar. 1 to 31, 1907	183.46	6.53
Do	do	do	From Plando, Brownsville, Sealy, Houston, Galveston, Henderson, Brenham, Cleveland (Tex.), Shreveport Jackson, Raymond (Miss.), Jackson, Chattanooga to Washington.	Apr. 1 to 18, 1907	102.80	60.50
Geo. M. Anderson	Special attorney	do	Barnesville, Poolesville (Md.) and return, New York and return.	Apr. 13, 26 to 27, 1907	12.80	10.00

APPROPRIATION, "DEFENDING SUITS AGAINST THE UNITED STATES—Continued.

Name.	Title.	Nature of business.	Destination.	Date.	Expense.	Transportation requested.
Percy M. Cox.....	Law clerk.....	Court of Claims cases.....	From Lexington, Paris, Nicholasville, Lawrenceburg, Danville, Harrodsburg, Perryville, Junction City, Lebanon, Mumfordsville, Glasgow Junction, Bowling Green, Nashville. Cincinnati to Washington.	Apr. 1 to 27, 1907.....	\$119.18	\$20.15
F. De C. Faust.....	Special attorney.....	do.....	New York and return.....	Apr. 10 to 12, 1907.....	22.20	.....
W. W. Scott.....	do.....	do.....	Alexandria and return.....	Apr. 22 to 23, 1907.....	2.20	.....
Chas. F. Kincheloe.....	do.....	do.....	Leonardtown, Park Hall (Md.) and return. Chicago, St. Paul, Dubuque, Davenport, Rock Island, Sterling, Keokuk, Burlington, Lincoln, Omaha, Ottumwa, South Kirksville, Quincy, and return to Chicago.	Dec. 20 to 23, 1907.....	10.15	.....
F. W. Collins.....	do.....	do.....	From Chicago, Detroit, Dayton, Cincinnati to Washington. Raleigh (N. C.) and return, Philadelphia and return.	Apr. 6 to 30, 1907.....	144.41	96.86
Do.....	do.....	do.....	Sutton, Harpers Ferry, Clarksburg (W. Va.) and return. Philadelphia and return.	May 1 to 4, 1907.....	30.30	19.30
John Q. Thompson.....	do.....	do.....	Baltimore, Salisbury (Md.) Hallwood, Temperanceville (Va.) and return.	May 2 to 3, 8 to 9, 1907.....	41.00	.....
W. W. Scott.....	do.....	do.....	.....	May 20 to 22, 1907.....	29.45	.....
A. C. Campbell.....	do.....	do.....	.....	May 3 to 5, 1907.....	13.40	.....
Malcolm A. Coles.....	do.....	do.....	.....	May 16 to 17, 27, 1907.....	16.55	.....
Total.....	.....	.....	.....	.....	9,146.41	2,465.72

PAY OF ASSISTANT ATTORNEYS IN NATURALIZATION CASES.

Name.	Title.	Nature of business.	Destination.	Date.	Expense.	Transportation requested.
D. D. Caldwell.....	Special assistant to Attorney General.	In re naturalization matters.	New York and return.....	June 24 to 26, 1907.....	\$24.65	.....
Wm. S. Gregg.....	Law clerk.....	do.....	Philadelphia and return.....	May 23 to 26, 1907.....	12.05	86.00
Total.....	.....	.....	.....	.....	36.70	6.00

Mr. HOWLAND. Recently we have been looking into the case of the employment of Francis J. Heney, to whom very considerable sums of money have been paid from time to time. I do not think we have all the data in reference to that case. While we have considerable, I think it would probably be better policy to wait until we have all of the information and put it into the record at the same time.

Mr. HUBBARD. I think so.

Mr. HOWLAND. Have you the date when his services terminated with the United States Government?

The CHAIRMAN. I think so. I think, in fact, we have copies of all his appointments beginning in 1903. He worked under quite a number of different appointments, running down to 1906, I believe. I have never gone into the case far enough to know just why it was necessary to appoint him so frequently. As I said, we have a good deal of data in regard to the case, but it is not complete; other information is still to be furnished us, and if you think it best we will delay publishing anything in connection with the Heney case for the present.

Mr. HUBBARD. He has not been heard.

The CHAIRMAN. No, sir.

Mr. HUBBARD. I should think, then, that we ought not to publish anything in advance without giving him at least an opportunity to be heard.

The CHAIRMAN. Well, the committee would be very glad to hear from Mr. Heney. The thing that attracted our attention was the very large sum of money that was paid to him. It may be that it was entirely proper, but still it is a matter that we thought it proper to look into.

Mr. HOWLAND. As I understand it, you are just printing this as documentary evidence that is furnished to you by the Department of Justice?

The CHAIRMAN. Yes.

Mr. HOWLAND. And the time for comment and criticism will arise when you formulate some report or resolution to the House based on all of this testimony.

The CHAIRMAN. Yes; or, when we go into the development of any testimony in regard to that appointment or that service.

Now, in the report of the Attorney General for 1910, a showing was made that \$581,000, in round numbers, was expended under the head of "Miscellaneous expenses, United States courts," and I thought it was proper for the committee to know something about what that meant. That was a large sum of money and there was no itemization of it made in any way; so we requested that information of the department, and that has been furnished under date of August 9, and I think it would be well for that to go into the record.

JULY 27, 1911.

Hon. GEORGE W. WICKERSHAM,
Attorney-General, Department of Justice.

MY DEAR MR. WICKERSHAM: I observe from the annual report of 1909, that the sum of \$581,880.18 was expended for the miscellaneous expenses of the United States courts for that year. The Committee on Expenditures in the Department of Justice will be greatly obliged if you will supply the committee with a statement showing the various purposes for which this amount was expended. I would specially like for this

statement to show any and all sums paid to attorneys, agents, or other representatives of the Department of Justice, giving names, the amount paid to each, and the purpose for which such payment was made.

Very respectfully,

JACK BEALL, *Chairman.*

DEPARTMENT OF JUSTICE,
Washington, D. C., August 9, 1911.

Hon. JACK BEALL,
*Chairman Committee on Expenditures in the
Department of Justice, House of Representatives.*

SIR: In your letter of July 27, 1911, you direct attention to the fact that my annual report for the fiscal year 1909 indicates that the sum of \$581,880.18 was expended for miscellaneous expenses of the United States courts for that year, and ask for statements showing (a) the various purposes for which the money was expended, and (b) all sums paid to attorneys, agents, and other representatives of the department.

Responding to your request, I transmit herewith a statement showing generally the purposes for which the money was expended, the payments having been segregated under certain specified classes. This statement shows a total of \$592,196.11, which is considerably more than the amount given in the annual report above mentioned, and slightly less than the entire amount expended as shown by the books of the Treasury Department under appropriations entitled "Miscellaneous expenses, United States courts, 1909." These discrepancies, however, do not indicate error. Many reports of payment have been recorded since the annual report was prepared, and a few payments have been entered since the inclosed statement was prepared.

I have also caused to be prepared and transmitted herewith a statement showing payments made to agents and other representatives of the department. It will be noted that numbers have been given instead of names to all employees who are engaged in investigation work of a confidential character, as it would be incompatible with the interests of the service to disclose the names of such employees.

It may perhaps be noted also that the total amount given in the general statement as having been expended for "Accountants, bank examiners and their assistants" is somewhat greater than the total amount of the list of payments to representatives of the department designated as accountants and bank examiners; also that the total amount given in the general statement under "Special employees" is slightly greater than the total amount of the payments to representatives of the department designated as special agents. These differences should not be construed to indicate that there are errors or omissions in the reports in question, but merely that in the former classification items are carried which do not properly belong in the list of payments made to agents and other representatives of the department. One of the elements of difference between the two statements is due to the fact that in the former—i. e., the general statement—items covering transportation paid to railroads are included. These items do not represent moneys paid to agents or representatives, and, hence, following the language of your request, are not included in the detailed statement herewith submitted. To take up these payments to railroad companies and apportion the amounts among the several agents and other representatives, or to determine precisely of what the differences mentioned consist would require a great deal of time and work and cause extended delay in submitting reports which it is understood the Committee desires as promptly as possible.

Respectfully,

GEO. W. WICKERSHAM,
Attorney General.

*Statement showing, by certain specified classes, expenses for year ended June 30, 1909,
under "Miscellaneous expenses United States courts, 1909."*

Abstractors of titles.....	\$3,098. 36
Coroners.....	
Deputy clerks in Alaska.....	18,344. 87
Drawing jurors.....	61. 00
Experts:	
Accountants, bank examiners and their assistants.....	62,661. 44
Handwriting.....	1,612. 00
Medical.....	2,370. 16
Viewers in condemnation proceedings.....	13,680. 38
Other experts.....	10,291. 84

Interpreters.....	\$9,824.12
Janitors.....	6,748.00
Masters in chancery.....	4,104.15
Messengers.....	57,353.37
Special employees.....	125,549.74
State, county, and municipal officials.....	1,352.87
Stenographers and clerks (permanent employees).....	153,127.33
Stenographers and clerks (temporary employees).....	19,789.18
Surveyors.....	85.00
Watchmen.....	219.60
Witnesses, other than expert.....	1,183.12
Personal services not otherwise classified.....	21,857.22

Total for personal services..... 513,313.75

Advertising and publishing.....	3,800.37
Books.....	5,732.89
Furniture.....	2,903.56
Heat, light, and power.....	8,193.17
Moving records.....	716.12
Printing (briefs, records, court calendars, etc.).....	39,377.04
Recording decrees, etc.....	26.78
Repairs.....	1,105.89
Telephone and telegraph.....	4,875.23
Water and ice.....	886.55
Other items, for other than personal services.....	11,264.76

Total for other than personal services..... 78,882.36

RECAPITULATION.

Amount expended for personal services.....	\$513,313.75
Amount expended for other than personal services.....	78,882.36

Grand total for year 1909..... 592,196.11

Statement showing names of and amounts paid to agents or other representatives of the department from miscellaneous expenses, United States courts, 1909, for the purpose of collecting evidence concerning violations of law.

(No payments were made from this appropriation for legal services.)

Accountants and bank examiners:	Amounts paid.
Batson, D. L.....	\$497.53
Bean, Norwin S.....	122.01
Bishop, Francis H.....	150.00
Cline, Charles F.....	36.00
Coats, jr., F.....	405.73
Fernsler, John P.....	4,043.55
Folds, William L.....	5,828.25
Garrett, R. D.....	409.20
Gatch, Claud.....	102.75
George, Harry L.....	2,030.47
Gray, Lewis M.....	3,500.08
Hann, Samuel M.....	879.55
Himburg, V. K.....	75.00
Hull, Fred A.....	1,161.90
Johnson, Edward I.....	10,228.69
Johnson, James C.....	73.55
Johnston, Percy H.....	390.85
Kendall, M. A.....	23.95
Keyser, Nelson B.....	1,418.58
Keil, John H.....	761.20
Kimball, Gardner W.....	2,430.62
Klein, F. L.....	1,047.95

		Amounts paid.
Accountants and bank examiners—Continued.		
Linville, Walker E.....		\$1,880.00
Logan, J. M.....		2,241.47
McConaughy, R. C.....		150.00
McCune, Samuel L.....		1,647.04
Moxey, Edward P.....		4,661.51
Moxey & Co., Edw. P.....		390.75
Murray, H. G.....		61.14
Norris, Frank L.....		1,594.49
Norvell, John W.....		569.40
Patterson, M. E.....		72.74
Proctor, John L.....		826.18
Radert, A. E.....		44.73
Reade, Hubert T.....		37.50
Reed, Horace C.....		64.30
Reese, jr., Owen T.....		226.00
Ridgeway, J. Newcastle.....		1,659.08
Rogers, A.....		87.00
Shonehan, Francis C.....		90.00
Smith, Albert P.....		72.00
Starek, Charles.....		3,240.39
Stevens, J. R.....		164.40
Thomas, N. C.....		244.18
Wagner, P. E.....		689.25
Wagner, R. E.....		85.00
Watts, Edward E.....		369.56
Weir, Miller.....		165.00
Wilson, Eugene T.....		196.30
Chapman, Chas. W.....		52.00
Cooper, Silas H. L.....		468.10
Hook, Louis M.....		87.68
Total.....		<u>57,754.60</u>
Special agents on special work:		
No. 1. In peonage cases.....		2,820.90
No. 2. Investigating peonage and other cases.....		2,921.83
No. 3. Investigating land fraud cases.....		3,315.77
No. 4. In case of United States v. Denver & Rio Grande Railroad Co. and timber and coal land frauds.....		3,223.89
No. 5. Collecting evidence in peonage and other cases.....		2,912.03
No. 6. In Morse, Keeler, and Dufour cases.....		2,706.07
No. 7. Investigating in lottery cases, violations of neutrality and other laws.....		1,636.92
No. 8. In peonage and other cases.....		2,970.33
No. 9. In Markell case.....		17.00
No. 10. United States v. Sugar Refining Co.....		161.64
No. 11. Investigating sweat shop, peonage and other cases.....		2,677.89
No. 12. Investigating land fraud and various other cases.....		2,735.02
No. 13. United States v. American Naval Stores Co.....		336.95
No. 14. Investigating coal and land fraud and other cases.....		3,162.19
No. 15. United States v. American Naval Stores Co.....		324.76
No. 16. Investigating land fraud and other cases.....		1,874.82
No. 17. United States v. E. Dorgan, et al.....		166.60
No. 18. Investigating land frauds.....		2,281.65
No. 19. Investigating land fraud cases, violation of neutrality laws.....		991.90
No. 20. Investigating case, United States v. Pagosa Lumber Co., and other cases.....		1,901.18
Total.....		<u>39,139.34</u>
Special agents on miscellaneous cases:		
No. 1.....		415.85
No. 2.....		63.60
No. 3.....		23.85
No. 4.....		3,818.78

Special agent on miscellaneous cases—Continued.

	Amounts paid.
No. 5.....	\$64.95
No. 6.....	15.00
No. 7.....	3,008.65
No. 8.....	2,576.70
No. 9.....	606.76
No. 10.....	62.00
No. 11.....	1,695.70
No. 12.....	2,382.96
No. 13.....	559.33
No. 14.....	1,433.98
No. 15.....	172.20
No. 16.....	3,391.31
No. 17.....	1,551.69
No. 18.....	822.47
No. 19.....	1,023.62
No. 20.....	263.60
No. 21.....	1,121.59
No. 22.....	329.12
No. 23.....	3,511.16
No. 24.....	1,873.52
No. 25.....	335.30
No. 26.....	669.35
No. 27.....	176.15
No. 28.....	2,219.89
No. 29.....	2,326.17
No. 30.....	1,771.43
No. 31.....	191.40
No. 32.....	696.95
No. 33.....	816.40
No. 34.....	707.41
No. 35.....	778.63
No. 36.....	136.90
No. 37.....	1,691.96
No. 38.....	560.85
No. 39.....	2,663.97
No. 40.....	173.15
No. 41.....	1,147.83
No. 42.....	155.25
No. 43.....	1,066.69
No. 44.....	881.73
No. 45.....	476.50
No. 46.....	646.02
No. 47.....	63.90
No. 48.....	212.62
No. 49.....	3,506.90
No. 50.....	126.50
No. 51.....	872.61
No. 52.....	589.47
No. 53.....	2,079.53
No. 54.....	830.37
No. 55.....	350.55
No. 56.....	3,465.37
No. 57.....	451.11
No. 58.....	803.64
No. 59.....	665.41
No. 60.....	1,608.19
No. 61.....	233.35
No. 62.....	1,653.56
No. 63.....	1,839.38
No. 64.....	964.11

Total.....	71,494.89
------------	-----------

Special expert (chemist):

Pratt, Nathaniel P.....	6,218.36
-------------------------	----------

August 7, 1911.

HON. GEORGE W. WICKERSHAM,
Attorney General, Department of Justice.

DEAR MR. WICKERSHAM: Please furnish the following information for the benefit of the Committee on Expenditures in the Department of Justice:

First. How many buildings are occupied by the Department of Justice?

Second. Name the buildings, location of each, and amount of rent paid for same annually.

Third. State whether or not the buildings are occupied in whole or in part by the Department of Justice.

Fourth. Give number of employees of the department in each building.

Fifth. State whether any charges for rent are paid out of any appropriation other than that made specifically for rents of buildings in District of Columbia.

Very truly, yours,

JACK BEALL, *Chairman.*

DEPARTMENT OF JUSTICE,
OFFICE OF THE ATTORNEY GENERAL,
Washington, D. C., August 8, 1911.

HON. JACK BEALL,
Chairman Committee on Expenditures in the Department of Justice,
House of Representatives.

MY DEAR MR. BEALL: Your letter of the 7th instant has been received, in which you request information concerning the buildings rented by the Department of Justice in the District of Columbia, and in reply I beg to invite your attention to the following statement:

Name and location of buildings.	Annual rental.	Occupied in whole or in part.	Number of employees.
1435 K Street.....	\$10,000.00	Occupied in whole.....	110
1000 Vermont Avenue.....	6,500.00	do.....	22
Stable in rear of 1000 Vermont Avenue, part of same property.	300.00	Second story used for current files; first story for storage.	3
1439 K Street.....	2,400.00	Occupied in whole.....	24
6 Jackson Place.....	1,800.00	do.....	22
8 Jackson Place.....	2,100.00	do.....	25
1013 Fifteenth Street.....	1,800.00	do.....	14
Bond Building, Fourteenth Street and New York Avenue.	1,800.00	Occupy 9 rooms.....	6
Southern Building, Fifteenth and H Streets.	5,300.40	Occupy 13 rooms.....	16
Court of Claims Building, Pennsylvania Avenue and Seventeenth Street.	(1)	Occupy 3,066 square feet of floor space for part of department's law library.	.....
Total.....	32,000.40	.....	242

¹ No rent is paid; building is owned by Government.

The above statement does not include about 75 charwomen, messengers, and other subclerical employees, who are not assigned to any particular building.

No charges for rental of buildings or parts of buildings occupied by this department in the District of Columbia are paid out of any appropriation other than the appropriation made specifically for rent of buildings for this department in the District of Columbia.

I should, perhaps, add that this statement does not include quarters rented by the United States Court of Commerce and the United States Court of Customs Appeals in Washington. These courts made their own leases for their court rooms and offices, and if similar information is desired as to quarters rented by these courts I would suggest that it be obtained from the respective courts directly, the leases not being on file in this department.

Very respectfully,

GEO. W. WICKERSHAM,
Attorney General.

The CHAIRMAN. Have you any other statement, Mr. Mackey, that you would like to make in connection with any of these tables or reports?

Mr. MACKEY. I believe not. I think the previous testimony covers about everything.

The CHAIRMAN. Well, we are very much obliged to you for your attendance to-day. At this point the letters and statements referred to by Mr. Hubbard will be incorporated in the record.

(Said letter and statements are as follows:)

DAVIS, KELLOGG & SEVERANCE,
St. Paul, Minn., July 8, 1911.

Hon. FRED C. STEVENS,
Pioneer Press Building, City.

DEAR MR. STEVENS: I am leaving for New York to-morrow night. My address there will be the Ritz-Carlton Hotel. As you are going to Washington, I would like to have you keep track of this matter and keep me fully posted. You can send me collect messages any time you see fit. I am inclosing you herewith two statements—one of the expenses paid by me in the Standard Oil case and the other of the expenses paid by Mr. Severance in the Union Pacific case.

I think I should make to you a brief explanation so that you may fully understand the situation. There has been going around in the newspapers statements to the effect that my personal expenses in the Standard Oil case were \$29 per day, and other statements of even larger amounts. I do not make any charge that members of the committee have given out these statements. It is quite possible that the misapprehension arose on account of the fact that the Attorney General may have reported to the committee only total sums paid, without the details. When I was employed in the Standard Oil case I insisted on filing with the department detailed statements of my accounts, showing all sums paid out in addition to my personal expenses and the personal expenses of my secretary. These fees and expenses were required to be paid out of a special fund.

Now, I want to emphasize this fact: In the Standard Oil case a very large amount of my expenses was for telegrams, telephones—local and long distance—services of stenographers, stationery, copies of court documents and other records, printing, service and expenses of special assistants who looked up testimony, and rent of an office in Washington which the Attorney General directed me to engage for several months while making briefs in the Supreme Court of the United States. Again, in the Union Pacific case, every dollar of the sums paid was for expenses incurred by Mr. Severance and his secretary in the same way, except \$90 which was paid for my personal traveling expenses while in Washington.

STANDARD OIL CASE.

Personal expenses.—As to the Standard Oil case, I have had my secretary make an analysis of my personal expenses and his personal expenses, which are charged together in these bills, and the number of days during which the expenses were incurred. Of course, when working on these cases in St. Paul no personal expenses were charged. The total number of days for which expenses were charged by me was 592, and by my secretary, Mr. Guy Chase (afterward succeeded by Mr. A. T. Banning), was 508 days. The total amount charged for personal expenses both of myself and secretaries during nearly five years was \$12,460.66. This averaged for the 1,100 days for myself and secretaries \$11.33 per person per day. This sum, of course, includes traveling expenses of every kind, railroad fares, hotel bills, and cash paid out for telegrams and various things which were not paid on bills rendered. For instance, many of our expenses were paid by my secretaries in cash. In running a big law suit there are a great many little current expenses for which we could not await the presentation of bills. We were burdened with important work and crowded for time. I was compelled to have my secretary with me all the time; he was not only a good stenographer, but a lawyer and man of experience. We lived at hotels, and were compelled to have extra rooms to work in, and I never charged the Government anywhere near the amount that I actually paid out. These charges for personal expenses were made up very carefully by my secretaries (Mr. Chase or Mr. Banning), and I insisted on cutting them down far below the amounts I actually expended.

Other expenses.—The other expenses, amounting in the aggregate to \$4,068.40, were those which it was absolutely necessary to incur, and they were advanced by me

from time to time, and paid upon my voucher. It was not practicable to wait and have them paid directly by the Department of Justice.

Fees.—I was employed in the Standard Oil case in June, 1906, and finished the work in the spring of 1911. In fact, I closed my services the latter part of January, with the exception of what I have done in procuring the entry of the amended decree since the decision of the Supreme Court was rendered.

I was paid during that time for services a total sum of \$72,000, out of which I paid the salaries of my secretaries, Mr. Chase and Mr. Banning, as nearly as I can figure it out now, about \$6,000, leaving about \$66,000, for my services and for the services rendered by the other members of my firm, Mr. Severance and Mr. Robert E. Olds, who did considerable work on the case. During that time, or for about four years of it, I devoted substantially my entire time to it. I have no apologies to offer for the fees paid; they were small, considering the magnitude of the case and the work done. I had nothing whatever to do with fixing them; they were fixed absolutely by the Attorney General without any suggestion from me. I do not wish to exaggerate the work done, and am perfectly willing to give you a statement of the work performed.

About July 1, 1906, I procured all the information I could get about the Standard Oil Co. I got the volumes containing the testimony and the report of the Industrial Commission; the testimony and report of the Committee on Manufactures of the Fiftieth Congress; the testimony and report of the Hepburn committee of the New York Legislature of 1879, and of the New York senate committee of 1888; the records in the cases of the *State v. Standard Oil Co. of Ohio*, *State v. Buckeye Pipe Line Co. et al.*, *Standard Oil Co. v. Scofield*, *Shurner & Teagle*, *State of Missouri v. Waters-Pierce Oil Co. et al.*, *State of Tennessee v. Standard Oil Co. of Kentucky*, *Corrigan v. Rockefeller*, *Commonwealth of Pennsylvania v. Pennsylvania R. R. Co. et al.*, *Ladenburg, Thalman & Co. v. Pennsylvania R. R. Co.*, *Despeaux v. Pennsylvania R. R. Co.*, and possibly others which I can not at present recollect. I also got the report, testimony and facts taken by the Department of Commerce and Labor in Washington, and all of the documents and information that I could get together about the Standard Oil and its history for 40 years. I opened offices in the Federal Building in St. Paul, and with Mr. C. B. Morrison, of Chicago, and assistants from the Department of Commerce and Labor and the Department of Justice, went through the entire records and made excerpts and analyzed all the information that could be procured.

The bill of complaint was filed November 15, 1906. I made the brief and argued the defendant's motion to dismiss the case for want of jurisdiction in January, 1907. I also made the brief and argued the exceptions filed to the bill, in about March, 1907, and then prepared to take my testimony. From that time on until the case was finally argued in the circuit court of the United States I gave substantially my entire time to this case. There are 23 volumes of the record, containing the testimony, exhibits, pleadings, etc. The Government put in the testimony of 208 witnesses and the defendant of 146 witnesses. This testimony covered the history of the Standard Oil combination for 40 years. The case was argued before the circuit court in April, 1909, the argument taking a whole week. The briefs were completed only a few days before the argument. The Government's brief consisted of 3 volumes containing 1,274 pages; the defendant's brief of 7 volumes, containing 1,599 pages. It was necessary to go over the entire testimony with care, in order to write these briefs. During adjournments when taking testimony we spent much time at work on the briefs of facts.

The case was decided November 20, 1909, and immediately appealed to the Supreme Court. I spent the winter of 1909-10 until the argument (which occurred about the middle of March), in rewriting the briefs. After the argument, which lasted three days, the case was ordered reargued, and during the winter of 1910-11, I again went over the case carefully, prepared a reply brief, and assisted in the reargument.

During the taking of testimony before the examiner, we had to procure witnesses from all over the United States, and examine them to find out what information they had, and arrange it in shape for legal testimony. Furthermore, we obtained from the books of the various Standard Oil Companies their financial statements and details of operation, expenses, etc. We compelled them to produce the books and balance sheets of a large number of their subcompanies, as well as to the Standard Oil Co. of New Jersey, and from these books we worked out statements as to each company, showing the cost of their property, their gross and net income, dividends, etc. We also procured information from their statistical department, and from their books, and from this statistical department we made up statements showing the cost of the crude oil, the cost of transporting it through the pipe lines, the profits per gallon and per barrel for doing the same, the net profits, and the dividends of each company; also the gross and net profits of the manufacturing company, the cost of transportation and selling, and the net profits in each district throughout the United States. We also

showed the variations in prices in various parts of the country, railroad discrimination, unfair methods of competition, driving out competitors, and a vast number of other subjects unnecessary here to detail. I refer you to the record of 23 volumes, in the Supreme Court, and will ask the Department of Justice to send you copies of the briefs in the Supreme Court of the United States and in the court below. A mere glance at the indexes will show you the enormous amount of work that had to be done in this case.

UNION PACIFIC CASE.

I had very little time to devote to the Union Pacific-Southern Pacific case. I did assist in taking a little of the testimony and in making the final briefs and argument.

Mr. C. A. Severance, one of my partners, gave most of his time to that case for a period of about three years. The bills rendered in that case are nearly all for disbursements made by Mr. Severance, and we send you copies of his expense accounts. The first one is made out in my name, the next two or three in our joint names, and after that in Mr. Severance's name. This occurred through the fact that charges are placed on our firm books, and the bills in the first instance were made out and presented in that way. Substantially all of these expenses were incurred and paid by Mr. Severance. As a matter of fact the bulk of the expenses charged to Mr. Severance and myself in that case were for expenses of special agents looking up witnesses, printing, telegrams, telephone, and the stenographer who accompanied Mr. Severance as a secretary. The only personal expense I ever charged in that case is \$90, and Mr. Severance's personal expenses, as in my case, are very much below what he actually paid out.

I have insisted to the Attorney General that these statements should be given to the committee. Of course I can not go over the head of the Attorney General, as it is his department which is under investigation. I believe, however, on Monday he will submit these statements.

I am, sincerely, yours,

FRANK B. KELLOGG.

[Frank B. Kellogg, special assistant to the Attorney General.]

1906.

July 2.	Expense, St. Paul to Washington, June 24 to July 2.....	\$150.00
July 2.	North American Telegraph Co., June bill.....	.91
July 31.	North American Telegraph Co., July bill.....	3.78
Aug. 1.	Remington Typewriter Co., bill for stationery used at Federal Building.....	13.90
Aug. 4.	Services of Miss Hess, stenographer.....	30.50
Aug. 20.	Secretary of State of Texas, for articles of incorporation, Gulf Refining Co.....	2.00
Aug. 31.	R. L. Kennedy, for services making brief on evidence.....	200.00
Sept. 1.	North American Telegraph Co., August bill.....	3.94
Sept. 1.	Clerk United States Circuit Court, Milwaukee, for certified copy of opinion in case of Indiana Manufacturing Co. v. J. I. Case Threshing Machine Co.....	5.50
Sept. 1.	G. N. Hillman, for services of stenographers at Federal Building, in investigation.....	290.00
Sept. 4.	Western Union Telegraph Co., August bill.....	.25
Sept. 7.	St. Paul Book and Stationery Co., "Standard Oil" by Tarbell, and note books.....	5.25
Sept. 12.	Secretary of State of Nebraska, articles of incorporation of Standard Oil Co., Nebraska.....	2.00
Sept. 21.	G. N. Hillman, for services of stenographer.....	12.00
Sept. 21.	Secretary of State of Minnesota, articles of incorporation of Standard Oil Co., Minneapolis.....	6.00
Sept. 24.	Express.....	.90
Oct. 6.	North American Telegraph Co., September bill.....	4.65
Oct. 9.	Remington Typewriter Co., bill of stationery, etc., and machines..	22.80
Oct. 22.	Review Publishing Co., printing opinion and report to Attorney General.....	145.00
Oct. 29.	Expenses to Washington, Sept. 28-29, Oct. 8-9, and Oct. 18-26....	400.00
Nov. 1.	North American Telegraph Co., October bill.....	2.64
Nov. 1.	Louis Dow, for manuscript covers, etc.....	14.00
Nov. 16.	Expenses, Kellogg and Chase, St. Paul to Washington and St. Louis, Nov. 7-16.....	316.25
Dec. 4.	North American Telegraph Co., November bill.....	7.61

1906.		
Dec. 4.	Western Union Telegraph Co., November bill.....	\$7.07
Dec. 8.	Express.....	.65
Dec. 15.	Services of Miss Hess, stenographer.....	18.25
1907.		
Jan. 2.	North American Telegraph Co., December bill.....	1.45
Jan. 12.	R. S. Taylor, stenographer.....	25.00
Jan. 14.	Lang, clerk United States Circuit Court, for copy of certificate..	.75
Feb. 1.	Expenses of Kellogg and Chase to St. Louis, Jan. 27 to Feb. 1....	119.60
Feb. 1.	North American Telegraph Co., January bill.....	7.01
Feb. 1.	Western Union Telegraph Co., January bill.....	2.67
Feb. 4.	Review Publishing Co., printing brief on motion to set aside order.	72.00
Feb. 15.	Services of Miss Hess, stenographer.....	13.00
Mar. 1.	North American Telegraph Co., February bill.....	2.18
Apr. 1.	North American Telegraph Co., March bill.....	1.14
Apr. 1.	Western Union Telegraph Co., March bill.....	.24
May 1.	North American Telegraph Co., April bill.....	3.19
June 1.	North American Telegraph Co., May bill.....	7.04
June 10.	Expenses of Kellogg and Chase to Washington, May 28 to June 10.	212.50
July 1.	North American Telegraph Co., June bill.....	17.84
July 1.	Northwestern Telephone Exchange Co., June bill.....	2.25
July 15.	Western Union Telegraph Co. bill.....	2.96
July 15.	Expenses of Kellogg and Chase to Washington and New York, June 28 to July 14.....	217.80
July 15.	McGill-Warner Co., printing brief on exceptions to the petition...	185.00
Aug. 1.	North American Telegraph Co., July bill.....	7.81
Aug. 1.	Western Union Telegraph Co., July bill.....	.77
Aug. 1.	Northwestern Telephone Exchange Co., July bill.....	2.25
Aug. 16.	Trunk, in which to express papers in the case to New York, etc..	19.00
Sept. 1.	North American Telegraph Co., August bill.....	20.42
Sept. 1.	Miss Scott, stenographer.....	16.75
Sept. 1.	Western Union Telegraph Co., August bill.....	3.25
Sept. 7.	Review Publishing Co., for title sheets and blank subpoenas....	7.00
Sept. 19.	R. L. Kennedy, services.....	125.00
Oct. 1.	North American Telegraph Co., September bill.....	1.32
Oct. 8.	Pioneer Press Co., for binders, etc.....	4.50
Oct. 21.	Northwestern Telephone Exchange Co., September bill.....	6.00
Oct. 21.	Remington Typewriter Co., New York City, for rental of machines and tables in New York, Aug. 26 to Oct. 19.....	19.50
Oct. 24.	Express on trunk and package of papers from New York.....	12.40
Oct. 26.	Expenses of Kellogg and Chase, St. Paul to New York; two trips by Kellogg from New York to Washington; and one trip from New York to Oyster Bay; all from Aug. 17 to Oct. 25.....	1,477.42
Total.....		4,282.86

CREDIT.

1906.		
Oct. 31.	By check (\$3,000 salary and \$1,000 expenses).....	1,000.00
Balance.....		3,282.86
1907.		
Nov. 2.	North American Telegraph Co., bill for October.....	5.32
Nov. 21.	Express on package to C. B. Morrison, Chicago.....	.85
Nov. 25.	New York Telephone Co., local and long-distance calls, Aug. 29 to Oct. 19, and telephone rental.....	83.45
Nov. 30.	Express on trunk and package, St. Paul to New York.....	11.28
Dec. 2.	North American Telegraph Co., bill for November.....	11.62
Dec. 2.	Western Union Telegraph Co., bill for November.....	3.55
Dec. 2.	Northwestern Telephone Exchange, bill for November.....	4.40
Dec. 24.	Expenses of Kellogg and Chase to New York and Washington, Nov. 28 to Dec. 22.....	312.00

1908.

Jan. 1.	North American Telegraph Co., bill for December.....	\$4. 61
Feb. 1.	Western Union Telegraph Co., bill for January.....	1. 44
Feb. 5.	Express on package, St. Paul to Washington.....	1. 30
Feb. 7.	Expenses of Kellogg and Chase to New York and Washington, Jan. 1, 1908, to Feb. 5, inclusive.....	851. 35
Feb. 11.	Express on exhibits, Washington to St. Paul.....	. 45
Feb. 19.	Express on testimony from Washington.....	. 45
Mar. 1.	North American Telegraph Co., bill for February.....	8. 65
Mar. 1.	Northwestern Telephone Exchange, bill for February.....	5. 25
Mar. 1.	Expenses of Kellogg from St. Paul to Washington and return, Feb. 18 to Mar. 1, and of Chase from St. Paul to Washington only, Feb. 18 to Feb. 29, inclusive.....	390. 00
Total.....		<u>1, 695. 97</u>

To paid expense of Mr. Guy Chase at Washington, from Washington to Cleveland, back to Washington, and to St. Paul, from Mar. 1 to Apr. 6, 1908.....		250. 90
To paid assistant custodian of new customhouse, New York, for two long- distance telephone calls, Kellogg, New York, to Attorney General's office, Washington, on Dec. 2 and 3, 1907.....		4. 10
To paid for telegrams to Attorney General and E. D. Durand, from Chicago, June 17, 18, and 19, 1908.....		1. 03
To paid expenses of Mr. Kellogg and Guy Chase, secretary, from St. Paul to New York and return to Chicago, and Mr. Kellogg, New York to Wash- ington and return, one evening, May 22 to June 5, inclusive.....		550. 00
Total.....		<u>806. 03</u>

[Frank B. Kellogg, in cases of United States v. Standard Oil Companies.]

1908.

June 1.	Paid Northwestern Telephone Exchange Co., bill for May.....	\$10. 50
June 1.	Paid North American Telegraph Co. bill for May.....	2. 56
June 1.	Paid Western Union Telegraph Co., bill for May.....	4. 58
July 6.	Paid express on papers and records, New York to St. Paul.....	3. 51
July 11.	Paid express on testimony, from Taylor, N. Y.....	. 60
May 21-July 4.	Paid expenses of Kellogg and Chase, Chicago to New York and return to St. Paul, and trip by K. from New York to Wash- ington and return.....	417. 00
July 11.	Paid express on two packages from New York.....	2. 60
Aug. 3.	Paid North American Telegraph Co., bill for July.....	3. 68
Aug. 3.	Paid Western Union Telegraph Co., bill for July.....	25. 25
Aug. 3.	Paid expense of Kellogg from St. Paul to Lenox, Mass., and re- turn.....	100. 00
Aug. 3.	Paid express on package of K.'s papers from Chicago.....	. 50
Aug. 5.	Paid McClain & Gray for stationery and supplies used at post-office building, working on brief of evidence.....	3. 50
Aug. 29.	Paid Miss Gould, for stenographic services at post-office building, working on brief of evidence.....	24. 50
Aug. 31.	Paid C. H. Winter, for stenographic services at post-office building, working on brief of evidence.....	100. 00
Aug. 31.	Paid express and bookbinder.....	. 60
Sept. 1.	Paid Western Union Telegraph Co., bill for August.....	9. 72
Sept. 14.	Paid J. E. Scott, for stenographic services at post-office building, working on brief of evidence.....	126. 00
Sept. 18.	Paid G. C. Dismukes, expenses from Knoxville to Nashville, to get certified and exemplified copy of record referred to in next item.	9. 50
Sept. 18.	Paid J. J. Roach, clerk Supreme Court of Tennessee, for certified and exemplified copy of record in case of Tennessee v. S. O. Co. of Kentucky.....	250. 00
Total.....		<u>1, 094. 60</u>

[Frank B. Kellogg and C. A. Severance. In the case of United States v. Standard Oil Co. et al.]

1908.

Sept. 9.	Paid McClain & Gray for stationery and supplies used in work on brief in St. Paul.....	\$14. 00
Sept. 9.	Paid Remington Typewriter Co., St. Paul, for supplies and rent of machines, tables and chairs, during work on brief.....	18. 30
Sept. 8.	Paid Ballard's Express Co. for hauling trunks and packages to depot.....	1. 50
Aug. 31-Sept. 25.	Paid expenses and disbursements during trip to New York, taking testimony, as follows:	
	Telegrams and local and long distance phones paid for by Mr. Kellogg.....	26. 99
	Rent of typewriter one month (one machine only).....	4. 00
	Paid clerk of circuit court southern district of New York for certified copies of subpoenas duces tecum.....	4. 85
	Paid express charges on books, papers, and the records, St. Paul to New York and return.....	13. 25
	Traveling, hotel and other expenses of Kellogg and Chase on the trip.....	597. 50
Oct. 1.	Paid North American Telegraph Co., St. Paul, bill for September..	7. 29
Oct. 1.	Paid Northwestern Telephone Exchange Co., St. Paul, bill for September.....	12. 00
Oct. 24.	Paid express on package of papers, etc., Chicago to St. Paul.....	. 75
Nov. 7.	Paid R. S. Taylor to reimburse him for amount paid to proof readers in St. Paul in August, working on the Government exhibits, printed record.....	121. 95
Nov. 7.	Paid expenses of G. M. Crosland, of the Interstate Commerce Commission from Washington to Chicago and New York, Sept. 30 to Oct. 30, in charge of original tariffs used on cross-examination of witnesses.....	192. 45
Nov. 7.	Paid expenses of Maywood Maxon from Decatur, Ill., to Cleveland, Ohio, about Nov. 2, 1908, to confer with Pool concerning rebuttal testimony.....	27. 45
Nov. 16.	Paid F. W. Schwentner, Cleveland, Ohio, for stenographic and typewriting services to F. J. Pool, concerning rebuttal testimony.....	32. 20
Dec. 1.	Paid Western Union Telegraph Co., St. Paul, bill for November....	1. 35
Dec. 2.	Paid express on package, St. Paul to New York, containing certified copies of articles, etc., of the defendant companies.....	1. 70
	Total.....	<u>1, 077. 53</u>

Sept. 26-Oct. 22.	All disbursements and expenses of Kellogg and Chase, from St. Paul on Sept. 26 to Chicago on Oct. 22, including weekly return trips to St. Paul by Mr. Kellogg during said time.....	493. 86
Oct. 22-Dec. 20.	All disbursements and expenses of Kellogg and Chase from Chicago on Oct. 22 to New York and return to St. Paul on Dec. 20, including two trips by Mr. Kellogg from New York to Washington for conferences with the Attorney General and others on this and other cases....	1, 197. 83
	Total.....	<u>2, 769. 22</u>

[Frank B. Kellogg and C. A. Severance, Merchants National Bank Building, St. Paul, Minn. In the case of United States v. Standard Oil Co. of New Jersey, et al.]

1909.

Jan. 23.	Paid expenses of F. J. Ross from Toledo to Chicago for conference re rebuttal testimony.....	\$27. 20
Jan. 23.	Paid expenses of Kellogg and Chase from St. Paul on Dec. 28, 1908, to New York, Chicago, and return to St. Paul on Jan. 23, 1909, taking rebuttal testimony, including all expenses and disbursements except express charges.....	589. 20
Jan. 25.	Paid express trunk and grips containing records, etc., from New York to Chicago and St. Paul.....	10. 98
Jan. 28.	Paid J. M. Jones, of Interstate Commerce Commission, traveling expenses to New York as witness for Government on Jan. 13, 1909.....	18. 50

1909.

Jan. 28.	Paid G. M. Crosland, expenses from Washington to Chicago, in charge of Interstate Commerce Commission original tariffs, Jan. 18 to 22, 1909.	\$74. 10
Feb. 1.	Paid North American Telegraph Co. bill at St. Paul, for January..	5. 54
Feb. 1.	Paid Western Union Telegraph Co. bill, St. Paul, for January....	.61
Feb. 3.	Paid clerk of court of common pleas, Cleveland, Ohio, for certified transcript of docket and journal entries, Standard Oil Co. v. Scofield, S. & T.	2. 90
Feb. 15.	Paid New York Telephone Co., total charges for rent of phone, local and long distance calls, room 515 Customhouse, New York, from Oct. 30, 1908, to Jan. 14, 1909, inclusive.....	61. 66
Mar. 2.	Paid North American Telegraph Co., St. Paul, bill for February..	.60
Feb. 6.	Feb. 22, Mar. 13. Paid Miss Jesse E. Scott, on account of traveling expenses and services, St. Paul to Washington, working on brief of facts.....	300. 00
Mar. 22.	Paid expenses of Kellogg and Chase from St. Paul on Jan. 26, 1909, to Washington, and 54 days in Washington (to and including Mar. 22, 1909).....	1, 094. 14
Total.....		<u>2, 185. 43</u>

[Frank B. Kellogg, in the case of United States v. Standard Oil Co. of N. J., et al.]

Special assistant to Attorney General, Apr. 1-June 30, 1909, three months, at \$1,000 per month..... 3, 000. 00

1909.

Mar. 25	To paid Miss Scott, Mar. 23.....	100. 00
Apr. 10	To paid Remington Co. rent typewriters at St. Louis.....	5. 00
Apr. 13	To paid V. E. Sisson at St. Louis, for making charts of prices....	33. 71
Apr. 14	To paid express on trunk of books, St. Louis to St. Paul.....	6. 45
Apr. 17	To paid expense of J. B. Martin, Bradford to New York in November.	30. 00
Apr. 19	To paid Miss Scott, balance bill for services in Washington, Feb. 8. to Mar. 27.....	215. 37
Apr. 27	To paid approximate expense of Kellogg, Washington to St. Paul, after Mar. 22, 1909.....	49. 00
Apr. 27	To paid expense Kellogg, St. Paul to St. Louis, arguing case 10 days in St. Louis, and telegrams.....	185. 00
Apr. 27.	To paid expense and disbursements, telegrams, etc., of Chase in Washington, Mar. 23; St. Louis and St. Paul, Apr. 12.....	182. 53
Apr. 27.	To paid express and excess baggage, Washington to St. Louis, and packages of tariffs from Sims at Chicago to Kellogg at St. Louis..	8. 00
May 5.	To paid North American Telegraph Co. bill.....	.82
May 5.	To paid Western Union Telegraph Co. bill.....	1. 71
Total.....		<u>3, 817. 59</u>

[Frank B. Kellogg, in the case of United States v. Standard Oil Co., of New Jersey, et al.]

1909.

July 2.	Paid North American Telegraph Co., bill for June.....	\$2. 36
Oct. 27.	Paid traveling expenses of Mr. Kellogg, St. Paul to Washington and return, Oct. 12 to 17.....	150. 00
Nov. 1.	Paid Western Union Telegraph Co., bill for October.....	1. 09
Nov. 1.	Paid North American Telegraph Co., bill for October.....	2. 33
Nov. 24.	Paid express on package.....	.90
Dec. 1.	Paid North American Telegraph Co., bill for November.....	9. 10
Dec. 16.	Paid Thos. J. Fisher & Co., for rent of offices in Union Trust Building, Washington, for December.....	75. 00
Dec. 16.	Paid C. F. Burton, Washington, for stenographic services.....	30. 00
Dec. 21.	Paid traveling and living expenses of Banning and Kellogg, St. Paul to Washington and return, Nov. 25 to Dec. 21.....	473. 89

1910.

Jan. 3.	Paid North American Telegraph Co., bill for December.....	11. 09
Jan. 7.	Paid McGill & Warner for printing opinions of the circuit court....	132. 50

1910.

Jan. 7.	Paid E. W. Tobin, St. Louis, for stenographic services in expediting preparation of record on appeal.....	\$25.00
Jan. 7.	Paid Miss Bridges, for same.....	5.00
Jan. 26.	Paid Jas. R. Gray, clerk, one-half of his expenses St. Louis to Washington with record on appeal.....	32.25
Jan. 27.	Paid for rent of typewriter at Washington.....	5.00
Jan. 27.	Paid C. F. Burton, Washington, for stenographic services.....	42.00
Jan. 27.	Paid traveling expenses: Kellogg, from St. Paul, on Jan. 1, to Washington; Banning, from New York, on Dec. 29, to Washington; living expenses at Washington; and return of both to St. Paul on Jan. 23.....	497.89
Feb. 2.	Paid North American Telegraph Co., bill for January.....	.88
Feb. 2.	Paid Western Union Telegraph Co., bill for January.....	2.73
Feb. 8.	Paid Thos. J. Fisher & Co., office rent for January.....	75.00
Mar. 24.	Paid Thos. J. Fisher & Co., office rent for February.....	62.50
Mar. 24.	Paid for hat tree for Washington office.....	1.25
Mar. 24.	Due Thos. J. Fisher & Co., for office rent for March.....	31.66
Mar. 24.	Paid traveling and living expenses of Mr. Kellogg, from St. Paul, on Jan. 29, to Washington and New York, to and including Mar. 19 (proportion chargeable).....	480.00
Total.....		<u>2,149.42</u>

[Frank B. Kellogg, in the case of United States v. Standard Oil Co., of New Jersey, et al., special assistant to Attorney General.]

1910.

Aug. 23.	Paid Smith & Hulse for stenographer's services.....	\$19.50
Dec. 17.	Paid traveling expenses, St. Paul to Washington and return, Nov. 24 to Dec. 11, 1910.....	255.00

1911.

Jan. 3.	Paid North American Telegraph Co., St. Paul, Minn., for December bill.....	3.44
Feb. 4.	Paid traveling expenses, St. Paul to Washington, Dec. 29, 1910, to Jan. 29, 1911.....	450.00
Total.....		<u>727.94</u>

[Frank B. Kellogg and C. A. Severance, in case of United States v. Union Pacific Railroad Company et al.]

1907.

Oct. 28.	Paid expense to Washington.....	\$32.00
Nov. 2.	Paid Western Union Telegraph Co., bill for October.....	4.32
Dec. 2.	Paid North American Telegraph Co., bill for November.....	3.45
Dec. 13.	Paid expense of Kellogg and Chase, New York to Washington and return, on this case.....	90.00

1908.

Jan. 1.	Paid North American Telegraph Co., bill for December.....	.25
Jan. 9.	Paid for printing draft of complaint.....	36.75
Feb. 5.	Paid part expense to Washington.....	28.00
Feb. 5.	Paid expense to Salt Lake.....	155.75
Feb. 5.	Paid telegram to Attorney General.....	.49
Apr. 6.	Paid expense from New York to Washington for consultation....	20.00
Apr. 6.	Paid Western Union Telegraph Co., bill for March.....	2.50
Apr. 6.	Paid North American Telegraph Co., bill for March.....	.85
May 9.	Paid W. P. Trickett, account services and expenses.....	700.00
June 1.	Paid North American Telegraph Co., bill for May.....	1.06
June 1.	Paid Western Union Telegraph Co., bill for May.....	1.16
June 8.	Paid expense to New York for conference with Lovett et al., concerning testimony, and to Washington to see Purdy.....	120.00
June 23.	Paid W. P. Trickett, account services and expenses.....	500.00
July 1.	Paid North American Telegraph Co., bill for June.....	2.80
July 7.	Paid W. P. Trickett, account services and expenses.....	300.00
Aug. 3.	Paid North American Telegraph Co., bill for July.....	.42
Aug. 3.	Paid Western Union Telegraph Co., bill for July.....	.23
Aug. 3.	Paid R. M. McKenzie, account expenses.....	250.00
Aug. 7.	Paid W. P. Trickett, account services and expenses.....	100.00
Aug. 19.	Paid R. M. McKenzie, for expenses.....	100.15

1908.

Sept. 1.	Paid Pace & Pace, for stenographic services in New York.....	\$5. 00
Sept. 3.	Paid R. M. McKenzie, for expenses.....	351. 76
Sept. 9.	Paid W. P. Trickett, balance account services and expenses.....	322. 10
Total.....		<u>3, 129. 04</u>

Sept. 16.	Paid expenses of Mr. Severance to New York to arrange for taking testimony.....	70. 00
Oct. 1.	Paid North American Telegraph Co., St. Paul, bill for September.....	. 96
Oct. 1.	Paid Western Union Telegraph Co., St. Paul, bill for September.....	3. 58
Oct. 12.	Paid R. M. McKenzie for services and expenses for September.....	496. 65
Nov. 2.	Paid North American Telegraph Co., St. Paul, bill for October.....	8. 67
Dec. 1.	Paid North American Telegraph Co., St. Paul, bill for November.....	12. 37
Dec. 14.	Paid R. M. McKenzie for services and disbursements during October and November, 1908.....	1, 027. 62
Dec. 18.	Paid expenses of Mr. Severance to New York, preparing testimony and during hearing.....	252. 00
Total.....		<u>1, 866. 85</u>

(Frank B. Kellogg and C. A. Severance v. Union Pacific and Southern Pacific.)

Dec. 29.	To paid expresse to New York.....	1. 00
Dec. 31.	To paid expresse and postage on packages.....	4. 00
Dec. 31.	To paid R. M. McKenzie, account services.....	100. 00

1909.

Jan. 2.	To paid North American Telegraph Co. bill.....	3. 21
Jan. 4.	To paid expresse.....	. 90
Feb. 1.	To paid North American Telegraph Co.....	1. 67
Feb. 22.	To paid expresse.....	. 80
Feb. 23.	To paid expenses of C. A. Pace.....	126. 55
Feb. 23.	To paid expenses C. A. Severance to New York Dec. 28 to 30.....	69. 00
Feb. 23.	To paid expenses C. A. S. in New York Dec. 30 to Jan. 23, 25 days, at \$12.....	300. 00
Feb. 23.	To paid expenses New York to Pittsburgh Jan. 26.....	21. 00
Feb. 23.	To paid expenses in Pittsburgh 27th to 29th, including baggage and books.....	38. 50
Feb. 23.	To paid expenses from Atlantic City to Cincinnati.....	23. 00
Feb. 23.	To paid expenses in Cincinnati Feb. 9 to 11.....	37. 50
Feb. 23.	To paid expenses to Cleveland Feb. 11.....	7. 50
Feb. 23.	To paid expenses in Cleveland Feb. 12 and 13.....	24. 00
Feb. 23.	To paid expenses from Cleveland to St. Paul.....	19. 00
Mar. 2.	To paid North American Telegraph Co. bill.....	3. 66
Mar. 8.	To paid for telegram to Williams.....	1. 35
Mar. 8.	To paid expenses to Chicago for conference.....	33. 00
Mar. 8.	To paid expenses McKenzie, services and expenses December, January, and February.....	1, 200. 16
Jan. 15.	To paid expenses of F. W. White, of Interstate Commerce Commission, to New York with tariffs, Jan. 4, 5, and 6, 1909.....	20. 95
Total.....		<u>2, 036. 75</u>

(C. A. Severance, in case of United States v. Union Pacific et al.)

Mar. 15.	To paid expresse on box from Washington.....	2. 00
Apr. 1.	To paid C. A. Pace for services.....	250. 00
Apr. 1.	To paid expresse to Chicago, Washington, New York, and St. Louis for March.....	356. 50
Apr. 1.	To paid Afton telegraph operators for messages from R. S. Lovett.....	6. 54
Apr. 5.	To paid R. M. McKenzie for services and expenses.....	561. 56
Apr. 9.	To paid North American Telegraph Co., bill for March.....	11. 29
Apr. 13.	To paid Western Union Telegraph Co., bill for March.....	1. 89
May 5.	To paid North American Telegraph Co., bill for April.....	7. 98
May 5.	To paid Western Union Telegraph Co., bill for April.....	2. 22
May 10.	To paid Northwestern Telegraph Exchange bill.....	9. 00

98800—No. 9—11—11

1909.		
May 11.	To paid Northwestern Telegraph Exchange bill.....	\$2.25
May 11.	To paid for trunk.....	3.00
May 21.	To paid S. W. Mohlkenbuhr, attorney, San Francisco, employed authority of Attorney General.....	500.00
May 21.	To paid R. M. McKenzie, services and expenses.....	580.30
May 31.	To paid for message to Judge Lovett at Washington.....	1.25
May 31.	To paid expenses of Severance and Pace from St. Paul to Salt Lake, Portland, San Francisco, Los Angeles, and return.....	1,281.10
June 1.	To paid Judge Lovett one-half expense maps for record.....	75.50
June 2.	To paid North American Telegraph Co., bill.....	.88
June 2.	To paid Western Union Telegraph Co., bill.....	1.25
June 16.	To paid R. M. McKenzie, balance services and expenses.....	172.50
June 16.	To paid F. W. White.....	30.90
June 16.	To paid express on trunk.....	6.83
June 16.	To paid expense to New York attending final hearing of case.....	194.00
Total.....		<u>4,058.74</u>
June 3.	To paid C. A. Pace, May 28.....	100.00
June 3.	To paid express on trunk.....	7.05
July 2.	To paid North American Telegraph Co. bill.....	2.09
July 2.	To paid freight on books and drayage.....	7.34
Aug. 2.	To paid North American Telegraph Co. bill.....	2.00
Sept. 3.	To paid Western Union Telegraph Co. bill.....	.73
Sept. 7.	To paid express on package to Loomis.....	.35
Oct. 4.	To paid Western Union Telegraph Co. bill.....	.51
Oct. 27.	To paid expense to Cheyenne, and telegram.....	82.44
Nov. 1.	To paid Western Union Telegraph Co. bill.....	8.82
Nov. 1.	To paid North American Telegraph Co. bill.....	7.82
Nov. 24.	To paid express on package to Severance.....	.60
Dec. 5.	To paid Western Union Telegraph Co. bill.....	2.98
Dec. 7.	To paid express on packages to Severance and Attorney General..	1.20
1910.		
Jan. 3.	To paid North American Telegraph Co. bill.....	.69
Jan. 4.	To paid telegrams.....	2.55
Jan. 4.	To paid Western Union Telegraph Co. bill.....	3.76
Feb. 1.	To paid North American Telegraph Co. bill.....	16.95
Feb. 2.	To paid Western Union Telegraph Co. bill.....	.78
Apr. 6.	To paid expenses of Severance.....	<u>1,370.46</u>
Total.....		<u>1,619.12</u>
[C. A. Severance, special assistant to the Attorney General.]		
Apr. 12.	To paid F. W. White.....	22.50
Apr. 12.	To paid W. H. Peters.....	24.20
Apr. 13.	To paid express on trunk Union Pacific papers.....	9.90
Apr. 19.	To paid expenses New York to Cheyenne and Cheyenne to St. Paul	129.85
Apr. 19.	To paid balance hotel bills, New York.....	65.50
May 2.	To paid North American Telegraph Co. bill.....	1.13
May 2.	To paid Northwestern Telephone Exchange Co.....	15.75
May 4.	To paid Western Union Telegraph Co.....	1.72
June 2.	To paid North American Telegraph Co.....	.96
June 2.	To paid Chas. A. Pace, balance of services and expenses.....	814.04
June 2.	To paid printer's bill for printing brief of facts in the case of United States v. Union Pacific R. R. Co. et al.....	<u>1,475.00</u>
Total.....		<u>2,560.55</u>

TESTIMONY OF MR. STANLEY W. FINCH.

(The witness was duly sworn by the chairman.)

The CHAIRMAN. When did your connection with the Department of Justice begin?

Mr. FINCH. In May, 1893.

The CHAIRMAN. In what capacity were you first employed?

Mr. FINCH. I was appointed a clerk at \$900 from the civil-service roll.

The CHAIRMAN. What changes have been made in your employment from time to time?

Mr. FINCH. I was promoted from \$900 per annum to \$1,200 per annum. I can not give you the exact date.

The CHAIRMAN. Well, that is not material.

Mr. FINCH. From \$1,200 to \$1,400 at a later date, and from \$1,400 to \$1,600 at a still later date. At that time I was practically the chief bookkeeper for the department and connected with the Division of Accounts. I was then appointed examiner in the department in July, 1899, at \$2,500 per annum. I held that position for about seven years and was then promoted to a position as special examiner at \$2,750 per annum. Afterwards Congress created the position of chief examiner and I was appointed by the Attorney General as chief examiner of the department and held that position until the 1st of July. About one year before that Congress had made the salary \$3,000 per annum. On the 1st of last July, as a result of an increase in salary made by Congress and a change of the title to that of Chief of the Division of Investigation, I was transferred to that position and have held that position ever since. Those are the positions that I have held.

The CHAIRMAN. How long have you had an investigation force in the Department of Justice like that you now have; that is, doing the same character of work?

Mr. FINCH. Well, for a great many years, perhaps, 30 years, there has been a force of examiners in the department whose duty has been to investigate the official records, accounts, and the conduct, etc., of the Federal court officials, exclusive of the Federal judges, including United States marshals, United States attorneys, clerks of the United States courts, and the United States commissioners. That force is in existence at the present time, the positions being statutory, and there being 12 of them.

The CHAIRMAN. What are the holders of those positions called?

Mr. FINCH. Examiners. They are the employees of the department who check up the field officers of the department with reference to their accounts and with reference to any charges of misconduct made against them. That force of examiners constitutes at the present time one of the divisions of the Bureau of Investigation, as we call it.

The CHAIRMAN. Now, how many other divisions are there in that bureau?

Mr. FINCH. In addition to that we have a division of expert accountants, consisting of about 20 expert accountants, who do the accounting work that was formerly done by persons who were borrowed from the Treasury Department (bank examiners) and by persons who were also employed from commercial accounting firms

for miscellaneous accounting work. Then we have a third division; that is the Division of Special Agents, consisting of about 60 special agents (at the present time 61), who are engaged in the collection of evidence in various cases in connection with the work of the United States attorneys and the Department of Justice at Washington.

The CHAIRMAN. Now, prior to the organization of this Bureau of Investigation, who had been doing that work and how had it been done?

Mr. FINCH. Prior to the organization of this bureau there were practically six or seven different investigation forces in the department. One of these branches of the service consisted of a number of men who were employed regularly and who were engaged in investigating violations of the peonage laws and who operated under the direction of an assistant attorney general. A second lot of men was employed, with more or less regularity, in the investigation of land frauds, in the West especially, and they operated under another official of the department. There was a third force of men that consisted of people who were borrowed from time to time from the Treasury Department, from the office of the Comptroller of the Treasury. They were bank examiners and were employed in connection with bank cases almost exclusively and were paid per diem compensation by our department for the time they were actually loaned to us. There was another force which consisted of secret service men who were borrowed, as they were needed, from the Secret Service Division of the Treasury Department. They were employed in various cases involving various violations of the law, as they were required. Then there was the fifth force of examiners, which I have already mentioned and which was the only regularly organized force in our department. None of the other forces had any special head. (I am grouping them more for convenience than anything else, because they seem to fall into natural groups.) Then there was still another force of men who were employed in the investigation of the violation of the antitrust laws. That was a small force, and the men were employed by another office. Also we had a force of naturalization examiners, consisting of about 50 men. That force was transferred about two or three years ago to the Department of Commerce and Labor. After the position of chief examiner was created, and I was placed in charge of the examiners, I took up on different occasions the question of organizing one division or bureau for the sake of economy and efficiency and having all of the investigating agents of the department connected with this bureau, so that we would know at all times where they were and so there would be no duplication of work and no duplication of expense. After a time the plan was put into effect.

The CHAIRMAN. How long has it been in operation now?

Mr. FINCH. The actual organization of the bureau occurred, or was put into effect, on the 1st of July, 1908; it has been in effect a little over three years. At that time we took into our service and the Attorney General placed under my supervision the men who were working on peonage cases, the men working on land cases, and a force of men who were secured from the Secret Service, we appointing them as special agents of our department for the purpose of collecting evidence. We also took into that division or bureau the examiners

of which I was the head. There was no increase in compensation; I simply had an increase of duty. That was the nucleus from which the division was formed.

The CHAIRMAN. Now, after three years of operation what have you to say in regard to the efficiency of its operation under the new form of organization as well as the economy of its operation as compared with what it had been prior to that time?

Mr. FINCH. I can probably best explain the matter of the efficiency of the organization by indicating in a brief manner something of what we do. We have a force now of 61 special agents, 20 bank accountants, 12 examiners, and 2 or 3 special examiners to assist the examiners; in all about 100 men. These men make reports at regular intervals to the head of the bureau—all of the agents making daily reports, and all of the accountants and examiners making weekly reports.

The CHAIRMAN. I would like to have in the record the compensation paid these different classes of employees, whether it is yearly, monthly, daily, or otherwise.

Mr. FINCH. The examiners are paid annual salaries, fixed by law.

The CHAIRMAN. How much salary?

Mr. FINCH. The salaries of the examiners are from \$1,800 to \$2,500 per annum. You have a list of them in the documents we have furnished. The accountants are paid annual salaries which are fixed by the Attorney General and paid out of the appropriation for the detection and prosecution of crimes. The special agents are paid per diem compensations running from \$3 a day—do you want me to give it to you in detail? You have it all in this statement, you know, but I can give it to you.

The CHAIRMAN. Just in round numbers?

Mr. FINCH. Running, at the present time from \$3 a day to \$12 a day, there being only two persons receiving \$12 a day, one in charge of the office at New York City and the other in charge of the office in Chicago.

The CHAIRMAN. You are paying Mr. Johnson \$25 a day. Is he under your supervision?

Mr. FINCH. No, sir; he is paid out of the appropriation entitled "Miscellaneous expenses, United States courts."

The CHAIRMAN. Do you know how many others receive salaries anything like that received by Mr. Johnson?

Mr. FINCH. None of our people. We have only six people who get over \$6 a day. As I have stated, the men in New York and Chicago get \$12 a day. We call them division superintendents. We have a man in charge at St. Louis who gets \$8 per day, and the men in charge at Philadelphia and at Pittsburgh and one man at New York get \$7 a day. All the rest get from \$3 per day to \$6 per day. The average salary is below \$5 per day.

The CHAIRMAN. Now, you were on the question of the economical operation of this bureau.

Mr. FINCH. In order that the Attorney General may know exactly what is being done by every member of this force and may keep track of the cost of our operations by cases, as well as by periods, we have, since the organization of the bureau, made a daily report to the Attorney General stating by cases the work performed by each agent,

each report consisting, first, of a list of the agents and others employed and, secondly, of a statement by cases, under the case head, of just what evidence was collected in that case as shown by the reports received during the preceding day.

After those reports come back from the Attorney General they are all separated and they form a loose-leaf docket by cases, so we can show by cases all of the agents that have worked on the case and just what information has been collected, and can furnish the Attorney General at a moment's notice with any information collected by any of these men. That has been so since the organization of the bureau. For a long time we furnished the Attorney General each day with a statement of the cost of each case as it progressed, but we found this involved a large amount of labor and it did not give the results we wanted, so we changed the practice and for the last year have furnished him with a cost report at the close of each month, showing by classes of cases and by cases the cost of all of our operations during the month; also showing the amount appropriated, the amount expended, and the balance on hand, so that we can always keep within the appropriation if it is a possible thing to do.

During the past year we found by this method, that as a result of extensive work, our expenditures were higher than the monthly rate which would consume the entire appropriation, and we made strenuous efforts to reduce expenses and did reduce by cutting down about 20 salaries, and avoiding all expenses as far as possible, just kept right down to rock bottom, and we have gotten through the year without any deficiency, whereas we would have had a deficiency of about \$10,000 or \$12,000 but for the system of keeping track of the expenses. Of course, the Attorney General is just as familiar as I am with the operation of every man in our service; he knows them by name and knows every case, and there is nothing that is not done open and above board.

The CHAIRMAN. Is it your opinion that under the present system this work is conducted more efficiently than it was under the old system?

Mr. FINCH. I think so, very much more.

The CHAIRMAN. And more economically?

Mr. FINCH. Yes; for this reason: In the first place it is done more efficiently because, to illustrate, formerly we borrowed from 20 to 30 bank examiners from the Treasury Department, at times as many as 30, and the compensations were two or three times as much as we pay our men. We pay these bank accountants from \$1,800 to \$2,500 per year, only one man getting more than \$2,500. And that is a small percentage of what we paid to bank examiners, and in addition we get the services of these men all the time. The incentive is for them to do their very best work and to handle as many cases as they can. They are constantly engaged on this class of work and they become very proficient and they can handle a case very expeditiously, whereas, a bank examiner, getting a case probably once a year or once in three or four years, is not as familiar with the preparation of evidence for the trial of the case as are these men regularly employed in this particular work.

The CHAIRMAN. Is there any duplication between the work done by your department and the work done by the agents of the Treasury Department?

Mr. FINCH. None whatever. We have certain classes of violations of the laws that we have to handle exclusively, because there is no other force provided by law for the investigation and we try to confine ourselves to that class of work as much as possible. For instance, the violation of the national banking laws, the violation of the anti-trust law, bankruptcy law, peonage cases, white slave traffic act, and several other classes of cases.

The CHAIRMAN. Now, with reference to the violation of the national banking laws, do you depend primarily upon the Treasury Department to advise you of possible or probable violations of law?

Mr. FINCH. It usually results that way. It is the duty of the bank examiners of the Treasury Department to examine a bank, and if anything develops during the investigation or examination which indicates a violation of the law, they report that fact to us and we send our men into the bank and prepare the evidence for the United States attorney or for the department. They drop the case there; they are simply auditors or examiners of the bank; they are sent to the bank to ascertain the condition of the bank for the Treasury Department. Some cases, however, arise which are not the result of reports made by bank examiners.

The CHAIRMAN. Now, you speak of work done by these special agents in connection with different cases. Could you give the committee some indication as to the character of work they do? Suppose you receive information as to the alleged violation of the law in some important case; what are these special agents supposed to do and what do they do in the way of preparing that case for trial?

Mr. FINCH. About one-third of our special agents are lawyers; we are increasing the percentage of lawyers as fast as we change our men. All of our new men, practically, are young lawyers who know the value and weight of evidence and what is competent evidence. It is their duty, when there is a complaint as to the violation of the law, to ascertain the facts with reference to the matter and if there is any evidence of a violation of law to get that evidence together and to present it to the department or to the district attorney. Now they, of course, in securing evidence endeavor to proceed in the most natural way. The fact that they are lawyers leads them, generally speaking, to go at it and secure evidence in a way that a lawyer would. Now it is rather difficult to outline the collection of evidence in a case in view of the fact that I have so many cases in mind, without also following the course in a particular case.

The CHAIRMAN. Well, it would probably be well to take some particular case.

Mr. FINCH. I would not, of course, want to go into a case that is pending. Of course a large part of our work is in connection with violations of the antitrust laws. Manifestly, when there is a complaint as to a violation of the law, the natural thing for the agent to do is to see the people who make the complaint and ascertain from them the ground of their complaint. Usually such a complaint would come from competitors or from independents, and the evidence would be largely made up of information furnished by those independents. It is usually unnecessary to have secret detective work done in cases of that kind. It is practically all open investigation work; that is, seeing the people who know the facts. Do you want me to go into any other class of cases?

The CHAIRMAN. Well, take some typical case or class of cases.

Mr. FINCH. We have had a number of bankruptcy fraud cases. We have had some very important cases in Alabama, where there was a large amount of jewelry purchased by persons who concealed the jewelry, went through bankruptcy, and afterward brought out the jewelry and attempted to sell it. Now, of course, in investigating a matter of that kind it was necessary to interview a good many people and to trace the course of this jewelry. That is, from the source of its shipment to the place of concealment. For instance, in one case, there was a large amount of jewelry ordered by a jewelry concern. They bought it on credit and shipped it to a warehouse and advertised it; that is, they pretended to ship it to a warehouse, and then advertised it for sale. As a matter of fact, they shipped a lot of bogus jewelry to the warehouse and shipped the real jewelry off in trunks to different parts of the State. Then they hired people to set fire to the warehouse and burn up all of this bogus jewelry and pretended that the real jewelry had been destroyed. After they had gone through bankruptcy, subsequent to this fire, they offered this jewelry, it seems, at very low rates, which caused suspicions with reference to the matter. We sent some agents down there and ran the matter down and finally landed a number of those people in jail. Now, of course, there are lots of different ways of getting evidence in cases of that kind. We had to trace the baggage, because they had shipped the jewelry in trunks; we had to interview the railroad agents and examine the records in order to trace the baggage in its course and complete our chain of evidence against these people.

The CHAIRMAN. After you have accumulated enough evidence to warrant you in believing there is a probable violation of the law, what steps do you take toward securing indictments?

Mr. FINCH. The Attorney General sees every step of the development; he knows when we have enough evidence to make a case, and sometimes he will take the matter up himself and write the district attorney to go ahead with the case, but generally speaking the district attorney appreciates the situation and presents the matter to the grand jury.

The CHAIRMAN. After the matter comes into the hands of the district attorney and a grand jury is about to be convened, is there any duty imposed upon the agents of your bureau in connection with that grand jury?

Mr. FINCH. Not unless there is some special request by the district attorney in connection with the grand jury, or unless we have some information——

The CHAIRMAN (interposing). Do these requests come frequently?

Mr. FINCH. Not very frequently; they are very rare.

The CHAIRMAN. How often does it ever occur that representatives of your department are before the grand jury preliminary to indictment?

Mr. FINCH. I do not understand.

The CHAIRMAN. Does it ever occur that representatives of your department are designated to work with a grand jury in securing an indictment?

Mr. FINCH. Not as I understand your question; no. Agents often appear as witnesses before the grand jury and frequently consult with the district attorney outside of the grand jury room as to the evidence which particular witnesses may be expected to give.

The CHAIRMAN. Before the grand jury convenes has it ever happened that anybody has been designated to investigate as to the members of that grand jury or to see them or interview them or bring any influence of any kind to bear on them to secure an indictment?

Mr. FINCH. -No, sir; no attempt to bring any influence of any kind to bear. There have been a few cases where the agents have made inquiries as to the business and standing, and as to the integrity, etc., of people who were afterwards upon grand juries, but that was simply in order to enable the district attorney to make appropriate objections to persons who were not proper persons for such jury service.

The CHAIRMAN. Would that be carried to the extent of interviewing a prospective grand juror?

Mr. FINCH. I am sure not; I have not in mind any case in which a grand juror himself has ever been interviewed. It certainly would be unusual and improper, I would say, for a person to interview a juror under any such circumstances.

Mr. HOWLAND. He would not be supposed to know it.

Mr. FINCH. It would be very crude work on the part of the agent to see a grand juror himself. I think in such cases the usual practice is to go to the postmaster, who generally knows the people around in country districts, and ask him about the business and standing of those men.

Mr. MURRAY. In a place like Boston I do not suppose you could use those same methods, but I think some of your agents were in Boston in connection with that Coleman-Kelliher and Cambridge National Bank case.

Mr. FINCH. I do not think we made any investigation of the jury in that case.

Mr. MURRAY. You say you did not have agents at Boston?

Mr. FINCH. Yes, sir; but I think not for such a purpose.

The CHAIRMAN. Now, after an indictment has been returned and the trial is approaching, and you are face to face with the knowledge that a jury is to be selected to try the case, what are the duties of these agents of your department with respect to securing information about the probable jurors in the case?

Mr. FINCH. They have no duties primarily at all. In special cases, where the district attorney so requests, or where information reaches the department—you mean preliminary to the drawing of the panel?

The CHAIRMAN. To the selection of the jury.

Mr. FINCH. After they have been drawn?

The CHAIRMAN. Yes.

Mr. FINCH. We have not anything to do with the jurors after they have been drawn unless we have information, as we have had in some cases, that jurors were likely to be bribed or tampered with.

Mr. HOWLAND. Before they are drawn you have no means of knowing who they are to be?

Mr. MURRAY. There is a jury list or venire published.

The CHAIRMAN. After you have information as to the venire—

Mr. FINCH (interposing). I might review the whole situation with reference to a petit jury and say we have nothing whatever to do with petit jurymen except in this case, that before the panel is drawn, or when the veniremen for a given term are known, and if an important case is pending, it has been found desirable to ascertain the business and standing of the different persons. It is not the business of agents to see any of these people or to talk to them, and it would be very objectionable and improper, I would say, for them to do it. I do not know of any case where it has been done. After a jury has been sworn in a particular case it has sometimes occurred that we have had information that certain parties were going to attempt to bribe those jurors and our agents have, in some instances, kept a lookout, have been in the courtroom, not near the jurors, but in the courtroom looking out for suspicious persons. Usually, where there is a complaint of that kind, the complaint indicates some particular person who is likely to attempt to bribe some particular juror.

In one case—and this is a matter of public knowledge—a case in Pittsburgh, where an attempt was actually made to bribe certain jurors, we had information as to the persons, and our men watched them and saw them go to the house of the juror, or the juror go to them; at any rate they met at a house and there was an attempt to bribe, and we afterwards convicted those jury bribers and sent them to jail. But we have had very few cases like that. We have not any on hand now and have not had any for some time.

The CHAIRMAN. Do you ever have any complaints as to the conduct of your agents in matters of that sort?

Mr. FINCH. I do not recall any case of a complaint in a matter of that kind.

The CHAIRMAN. It seems to me that in connection with the Morse case I saw a statement in the newspapers, and have heard the statement aside from the newspaper reports, as to the alleged misconduct of agents of the Department of Justice in connection with the Morse jury.

Mr. FINCH. I have seen such statements in print, but I think no complaint has ever been made to our department about it. I have seen some criticism of the agents, or the work of the agents in that case, but I have never seen anything definite with reference to it, and I have never been able to find anything wrong with their conduct.

The CHAIRMAN. How many agents did you have looking after the jury in the Morse case?

Mr. FINCH. I do not recall the exact number, but I suppose 6 or 7; at one time there may have been 10.

Mr. MURRAY. Is it the custom of your department, in cases of importance, to have jurors followed and shadowed?

Mr. FINCH. We do very little shadow work. However, where a report comes to us that a certain person is likely to attempt to bribe a certain jury I apprehend we would be inclined to try and ascertain the facts with reference to that violation of the law, and the natural way to do it would be to have our men in the courtroom and to watch the person under suspicion.

Mr. MURRAY. In the courtroom, you say?

Mr. FINCH. Yes; to sit right with the public in the courtroom, because usually those people go in the courtroom and watch the jury.

If they propose to attempt to fix a man or if they have fixed him they keep their eyes on him to see him and so he will know that he is being watched by them. Well, if there is any communication between those two people, either by telephone or personally, or through any third party, in order to get the facts we naturally watch the person who is suspected, not the juror necessarily, but the man who is attempting to bribe the jurors. That is the way we did in the Pittsburgh case, and that led us right to the house where the two of them met.

Mr. MURRAY. Do you do that in a case where you have no complaint, but merely have a suspicion that the thing may be attempted?

Mr. FINCH. We do not work on any such suspicions. We have enough work to do without doing that sort of work. We must have some information and it must be definite and tangible, unless, of course, as I stated, in a case of very great importance, where there were rumors that the jury was going to be bribed, then we might have agents at the place to see if there was anything to it.

Mr. WITHERSPOON. If the district attorney requested it?

Mr. FINCH. Usually it is done at the very insistent and urgent request of the district attorney. We are working our men so hard and have so much for them to do that we could hardly spare our men for such duty unless we had a request.

Mr. MURRAY. In such cases the suspected person is the man who attempts to bribe the jurymen?

Mr. FINCH. Usually, and almost always, because the jury is usually kept together, and if there is any note or anything slipped to him it would come from the other person, and it is by watching the other person that evidence can best be secured. The jury in an important case is usually kept together.

Mr. MURRAY. Instead of being allowed to go from night to night?

Mr. FINCH. Yes. And the persons watched would be the persons supposed to be the criminals.

The CHAIRMAN. How many of your representatives, if any, had charge of the Morse jury?

Mr. FINCH. There were a number of men appointed deputy marshals and they were in effect designated as bailiffs in charge of that jury.

The CHAIRMAN. Why were they appointed deputy marshals and as bailiffs in charge of that jury?

Mr. FINCH. I understand it was regulated by the judge who had charge of the case; it was not on motion of the department.

The CHAIRMAN. Well, how was the judge advised that these were representatives of the department and would be suitable persons to appoint as bailiffs?

Mr. FINCH. These were mostly men who were stationed in New York City regularly, and I presume the judge knew them by sight, the same as he would the deputy marshals there, or was otherwise advised as to who they were. Those men were regularly in New York City and were pretty well known to court officials in the city. I do not know definitely whether the judge knew them or not.

The CHAIRMAN. Had they been engaged in the preparation of the Morse case for trial?

Mr. FINCH. No; that was a matter of expert accounting work; that was done by accountants who were assigned by the department and who went through the books of the different concerns involved and prepared the evidence. These men, however, were stationed in New York City.

The CHAIRMAN. I speak of the Morse case because I have seen a statement in regard to that in the newspapers, and my recollection is that on the motion for a new trial, or a motion for rehearing on appeal, there were very serious charges brought against the representatives of your department, and it was alleged that they had been guilty of saying and doing things, saying things in the presence of the jury and doing certain other things?

Mr. FINCH. If I could speak to you for a moment without having my statement taken for the record I could probably enlighten you about that. But I would possibly lay myself open to some difficulties if I attempted to explain in the record. There is an element in that matter that is rather of a personal nature.

The CHAIRMAN. Well, we will not put it in the record, then, at present.

The CHAIRMAN. Did you investigate the complaints that representatives of your department supplied the jury with whisky from time to time? Did you hear that charge?

Mr. FINCH. I do not know how I heard that. We did have some information that some of the jurors on one or two occasions had some liquor. I do not like to put it in the record; but as a matter of fact it was furnished by the direction of the judge, as I understand. That is what we found.

The CHAIRMAN. You did not make any investigation to ascertain whether or not there was any foundation for a charge like that?

Mr. FINCH. We talked with the various agents, I believe, connected with the matter and we were satisfied that there had been on one or two occasions some liquor furnished to the jurors by the direction of the judge, or whoever was in charge up there. It was not furnished on the motion of our agents in any case.

The CHAIRMAN. Did you ascertain that liquor of any kind that was furnished to the jurors was furnished under direction of the judge?

Mr. FINCH. That was my understanding.

The CHAIRMAN. How far did you investigate it, to what extent did you investigate it?

Mr. FINCH. To the extent of talking to our agents. We did not talk with the jurors. We did not think it was the proper thing to do.

Mr. BIELASKI. To use the word "furnished" is misleading. It was allowed the jurors, they paid for it.

Mr. FINCH. We did not furnish it at the expense of the Government. In a few cases they were allowed to have a reasonable amount which they would have if not on the jury; not enough to intoxicate them, but those men who were in the habit of taking a drink occasionally were allowed to have it, but at their own expense; such a reasonable amount as they would have on the outside. In other words, it was proposed not to work a hardship and to permit them to have what they would have in everyday life, so long as it did not affect their ability to act as jurors.

Mr. BIELASKI. The facts were all set forth in the opinion of the judge, which contained a statement of what he allowed.

The CHAIRMAN. I have not seen the opinion of the court, I have just heard the rumors on the outside, and while I had the matter in mind I thought I would inquire about it. Do you recall other cases in which there has been complaints in regard to the conduct of your people?

Mr. FINCH. I do not recall any other case, if there has been any.

The CHAIRMAN. Is there anything further?

Mr. FINCH. I would like to make one statement in reference to the matter of the economy and efficiency that results from our service. It is a matter that is usually overlooked in this connection. Formerly it was the practice in obtaining evidence, where the department had no investigation service, to subpoena a whole lot of people before a grand jury. This resulted in a heavy expense on account of the per diems and mileage of the grand jurors; it held them a long time from their duties, and also involved a large amount of expense for witnesses and for the taking of testimony and transcribing it and the digging out of the real facts from the mass of testimony.

By handling the complaints as we do we have reduced the matter of the grand jury proceeding to simply hearing the material evidence in the particular case, and it has been found that it results in a very large saving under the appropriations for fees of jurors and fees of witnesses, which are very large appropriations, and unless the work is handled very carefully it is liable to occasion heavy expense to the Government. Moreover, it of course results in preventing the cases of innocent persons being presented to the grand jury where the investigation develops the fact that there is no violation of law.

The CHAIRMAN. I understand it is the desire of the department that the identity of the special agents should not be known, and in communications to me they have been given numbers. I suppose from time to time the agents are in Washington?

Mr. FINCH. Occasionally; yes, sir.

The CHAIRMAN. Next winter it is my purpose, if the committee approves it, to interview some of these agents. We do not care to disclose their names, we do not even care about knowing the names of any of them, but I shall ask that some of them appear before this committee in order that a statement from them may go into the record as to the particular work they are doing. We want to get all the information we can about this investigation bureau, but at the same time we do not care to hamper the department in any way in the prosecution of its work, and I think that we can examine them without disclosing their names or otherwise identifying them.

Mr. FINCH. You understand the reason for our not desiring to disclose the names? Practically the only reason is that it would require us to constantly change the service. If the name of an agent becomes public and gets in the press he is almost valueless, because he is known. We have no objection to the committee having full information about it. As a matter of fact, we have been trying to run the bureau in such a way that everything done and everybody connected with it would be open to the information of Congress or anybody who is entitled to the facts.

The CHAIRMAN. That is very commendable, and I hope you will succeed. I recognize the necessity of your department having people of this kind to do this particular class of work. At the same time, I

recognize that it is a kind of work that abuses are likely to creep into—that sometimes agents may get overzealous. All of them, of course, are interested in the Government being successful in the prosecution of cases, and sometimes temptation may come to them to do things which, while they tend to secure a conviction, might not tend to promote the real end of justice. That is one thing, of course, you seek to guard against.

Mr. FINCH. We endeavor to guard against that, in the first place, by requiring a statement on the part of the agents of what they do, and that is submitted to the Attorney General. In the second place, by getting high-class men. We do not hire men who have been connected with detective agencies, or what are known as sleuths or detectives. We secure men of a higher grade, with a very broad general education, and with legal knowledge preferably, and we endeavor to train them to make honest investigations without violating any law or anybody's rights. They are also instructed, all of them, that there is to be no frame up; in other words, that we will not violate the law or allow any man to violate the law for the sake of detecting any other person in the violation of the law.

The CHAIRMAN. Do you not offer them inducements that they can secure employment in the Treasury Department as national-bank examiners?

Mr. FINCH. One reason why we are able to secure the men at such low compensation is the fact that we have give them a training which is very valuable and prepares them for the position of bank examiner, which position carries a very much higher compensated than ours. Our men work, that is, some of them, at this low compensation in the hope of getting a higher compensation later either from the Treasury Department or from commercial concerns who see their work, see them in court when testifying as experts for the Government. To the men that we pay \$5 a day we would have to pay \$25 a day if we hired them from these commercial concerns.

The CHAIRMAN. I am very much obliged to you for your kindness in coming up to-day. I desire to insert in the record the following correspondence, which speaks for itself:

JUNE 27, 1911.

Hon. WILLIAM L. DAY,
United States District Attorney,
Cleveland, Ohio.

MY DEAR SIR: I observe, from a table furnished by the Attorney General containing a statement of payments made to special assistants to the Attorney General and to United States district attorneys from March 5, 1909, to May 31, 1911, that Mr. E. P. Chamberlain during that time was paid in salary and expenses, \$6,593.21, as special assistant United States attorney, northern district of Ohio, and was engaged in behalf of the Government in the case against the Great Lakes Towing Co. I will be greatly obliged if you will advise me of the circumstances of Mr. Chamberlain's appointment and your opinion as to the necessity therefor. Please advise me whether there was any request from you for the employment of this additional assistance, and whether your time was so engaged in the other duties of your office that you, and your assistants, were unable to give the necessary attention to this case. I am not seeking, by this inquiry, to make any criticism of the Department of Justice in employing Mr. Chamberlain, but I am desirous of ascertaining the facts connected with such employment and the necessity for the same. Please advise me further where Mr. Chamberlain resided at the time of his appointment, and whether he was at such time, or prior thereto, in the employ of the Government in any capacity.

Thanking you for this information, I am,
Very truly, yours,

JACK BEALL,
Chairman.

CIRCUIT AND DISTRICT COURTS OF UNITED STATES,
NORTHERN DISTRICT OF OHIO,
Cleveland, Ohio, June 30, 1911.

HON. JACK BRALL,
*Chairman of the Committee on Expenditures,
Department of Justice, House of Representatives,
Washington, D. C.*

MY DEAR SIR: I have your letter of June 27 in reference to the payment of salary to and employment of Mr. E. P. Chamberlain as special assistant United States attorney for the northern district of Ohio. I ceased to be United States attorney on May 13, 1911, when I was appointed United States judge for the northern district of Ohio. Some time in the year 1908 I was called upon by the Attorney General to investigate the operations of the Great Lakes Towing Co., its subsidiary concerns, and certain individuals. I made a preliminary investigation and report to Wade H. Ellis, then assistant to the Attorney General, in which I recommended a more thorough investigation, with a view to the United States bringing a suit to dissolve it under the provisions of the so-called Sherman law. Later on Mr. Chamberlain, who had resided at Bellefontaine, Ohio, was appointed assistant United States attorney by the Attorney General. This was done by the Attorney General and at his suggestion, or rather at the suggestion of Mr. Ellis. All of the correspondence, telegrams, documents, etc., relating to this appointment, both originals and copies, are on file in the office of the United States attorney for the northern district of Ohio, at Cleveland. This case of *The United States v. The Great Lakes Towing Co. et al.* is one of the most important suits under the Sherman Act pending in the courts at the present time. It was absolutely necessary to have some assistance in the office of the United States attorney at Cleveland. I personally spent many months' time on this case at a financial loss to myself. I think, on investigation, you will find this case has been handled up to date as thoroughly and cheaply, if not cheaper, in reference to cost than any other case of importance under the Sherman Act ever instituted by the Government. I have a most intimate knowledge of the work done by Mr. Chamberlain and the value of the services rendered. Before receiving his appointment he was a prominent attorney in his community, and I think that his appointment has resulted in a financial sacrifice to him. He has been at all times most attentive to work, and is a most honest, energetic, and capable man. He now has practical charge of this case, and from the knowledge I have of the preparation of the suit and the questions involved therein, I think ultimately the Government will prevail in its contentions.

You ask me whether this work could have been carried on by the regular United States attorney's force. As I said before, I devoted considerable time to this case, and in order to perform the other duties of the office I often worked from 15 to 18 hours a day. The northern district of Ohio has a very small force in the United States attorney's office, consisting of the United States attorney, at a salary of \$4,500; one assistant, at a salary of \$2,400; one, at \$1,600; and a clerk at \$1,100; these men being located at Cleveland, and one assistant at Toledo, at \$1,000 per annum.

For your convenience I am sending you a compilation of the salaries of United States attorneys and assistants in several of the districts in the United States, which I had prepared while I was United States attorney. The northern district of Ohio is one of the largest and most important districts in the country, and by consulting the table which I am sending you, you can readily realize the necessity of Mr. Chamberlain's employment. I am under the impression that previous to Mr. Chamberlain's employment he was at one time assistant postmaster of the House of Representatives. In conclusion I may state, in my opinion, the employment of Mr. Chamberlain was well advised and most economical from the Government's standpoint. The United States attorneys throughout the country are ill paid, and the work which they are called upon to perform has assumed such importance that it is absolutely necessary to the proper administration of justice and of the affairs of the Government that the United States attorney shall devote his entire time and attention to the duties of his office.

The interests of the Government could not be better served than by increasing the salaries of the regular United States attorneys and their assistants. This is a matter which has been repeatedly overlooked, and the class of work which these men must furnish surely entitles them to at least a fair compensation. If I can be of any assistance to you in reference to the matter you have written me, I wish you would feel at liberty to call upon me.

Respectfully,

WILLIAM L. DAY,
United States District Judge.

JUNE 14, 1911.

Hon. JUDSON C. CLEMENTS,

Chairman Interstate Commerce Commission, Washington, D. C.

DEAR SIR: The House Committee on Expenditures in the Department of Justice is now engaged in securing information for purposes of its investigation. From data furnished by the Attorney General, it appears that several assistants to the Attorney General have their compensation fixed and paid by the commission over which you have the honor to preside. It therefore becomes necessary, in order for a complete exhibit of the disbursements, to obtain an itemized statement of those made by the Interstate Commerce Commission.

I therefore respectfully request that the proper officer or department in the commission send me, at the earliest convenient date, a statement, in detail, showing the amount of each disbursement, its date and purpose (items of compensation and traveling or other expense to be itemized separately), to, or on account of the following appointees of Attorneys General, keeping the accounts under the different appointments separate, so far as is practicable:

Walter N. Brown, under appointment of November 5, 1908.

Ulysses Butler, under appointment of April 7, 1908.

Joseph H. Call, under appointments of June 30, 1905; May 12, 1905; April 14, 1906; July 13, 1906.

Samuel H. Cowan, under appointments of June 13, 1905; January 28, 1909.

Philip J. Doherty, under appointments of September 26, 1908; June 11, 1910.

P. J. Farrell, under appointments of February 1, 1909; December 12, 1908; November 8, 1909; January 7, 1910; February 14, 1910; April 15, 1910; May 19, 1910; June 8, 1910.

William A. Glasgow, jr., under appointment of March 9, 1905.

William E. Lamb, under appointments of January 14, 1910; June 9, 1910.

Monroe Creel List, under appointment of October 5, 1908.

John H. Marhle, under appointment of November 17, 1909.

T. M. Miller, under appointment of July 3, 1905.

L. A. Shaver, under appointment of December 12, 1908.

Luther M. Walter, under appointments of June 5, 1905; March 28, 1905; December 1, 1905; May 22, 1907; November 13, 1906; September 28, 1906; January 21, 1907; October 30, 1906; February 2, 1907; May 3, 1907; March 30, 1907; September 17, 1907; December 12, 1908; April 3, 1909; May 4, 1909; May 25, 1909; October 18, 1909; September 23, 1909.

Roscoe F. Walter, under appointment of March 7, 1908.

Very truly, yours,

JACK BEALL,
Chairman.

INTERSTATE COMMERCE COMMISSION,
Washington, June 20, 1911.

Hon. JACK BEALL,

*Chairman Committee on Expenditures in the**Department of Justice, House of Representatives, Washington.*

MY DEAR SIR: I am in receipt of yours of the 14th instant requesting information in connection with the expenses incurred on account of the employment by the commission with the consent of the Attorney General, of attorneys stated in your letter, and in reply thereto I have the honor to state that the following-named attorneys were employed by the commission for the services indicated with the approval of the Attorney General, to be paid by the commission, from its appropriation under authority contained in the various appropriation acts from year to year, and were paid a lump sum, which included services and expenses, there being no separate item for expenses:

Joseph H. Call, under appointment of June 30, 1905; May 12, 1905; April 14, 1906; July 13, 1906: Legal services and expenses, \$2,600. Prosecution to enforce order of the Interstate Commerce Commission. This amount covers all expenses under the four appointments.

Samuel H. Cowan, under appointment of June 13, 1905: Legal services and expenses, \$2,347. Prosecution to enforce order of the Interstate Commerce Commission. Under appointment of January 28, 1909: Legal services and expenses, \$4,316. Defending order of the commission.

William A. Glasgow, jr., under appointment of March 9, 1905: Legal services and expenses, \$1,250. Prosecution to enforce order of the Interstate Commerce Commission.

T. M. Miller, under appointment of July 3, 1905: Legal services and expenses, \$1,500. Prosecution to enforce order of the Interstate Commerce Commission.

The following-named attorneys, in the regular employment of the commission on annual salaries, upon request of the commission, were designated from time to time by the Attorney General to perform the services indicated without additional compensation to their regular salaries, their expenses being paid by the commission as indicated in each case. In order to show the entire cost to the Government of their assignments to the services indicated, we have given under the head of salary the proportions of their annual salaries in each case that would be represented by the number of days they were engaged in each instance in the services covered by your inquiry.

Walter N. Brown, under appointment of Nov. 5, 1908:

Traveling expenses.....	\$11. 65
Per diem.....	9. 00
Salary.....	7. 00
	<hr/> 27. 65

Prosecution of alleged violation of the Federal safety-appliance act.

Ulysses Butler, under appointment of April 7, 1908:

Traveling expenses.....	107. 94
Per diem.....	165. 00
Salary.....	133. 33
	<hr/> 406. 27

Prosecution of alleged violation of the Federal safety-appliance act.

Philip J. Doherty, under appointment of Sept. 26, 1908:

Traveling expenses.....	6. 95
Per diem.....	4. 50
Salary.....	5. 83
	<hr/> 17. 28

Prosecution of alleged violation of the hours of service law.

Philip J. Doherty, under appointment of June 11, 1910:

Traveling expenses.....	67. 60
Per diem.....	70. 00
Salary.....	93. 33
	<hr/> 230. 93

Prosecution of alleged violation of the Federal safety-appliance act.

P. J. Farrell, under appointment of Feb. 1, 1909:

Traveling expenses.....	12. 50
Per diem.....	10. 00
Salary.....	20. 00
	<hr/> 42. 50

Defending order of the Interstate Commerce Commission.

P. J. Farrell, under appointment of Dec. 12, 1908:

Traveling expenses.....	5. 50
Per diem.....	10. 00
Salary.....	20. 00
	<hr/> 35. 50

Defending order of the Interstate Commerce Commission.

P. J. Farrell, under appointment of Nov. 8, 1909:

Traveling expenses.....	51. 25
Per diem.....	20. 00
Salary.....	50. 00
	<hr/> 121. 25

Defending order of the Interstate Commerce Commission.

P. J. Farrell, under appointment of Jan. 7, 1910:

Traveling expenses.....	51. 25
Per diem.....	25. 00
Salary.....	54. 17
	<hr/> 130. 42

100

Defending order of the Interstate Commerce Commission.	
P. J. Farrell, under appointment of Feb. 14, 1910:	
Traveling expenses.....	\$49. 75
Per diem.....	20. 00
Salary.....	86. 67
	156. 42
Defending order of the Interstate Commerce Commission.	
P. J. Farrell, under appointment of Apr. 15, 1910:	
Traveling expenses.....	43. 50
Per diem.....	15. 00
Salary.....	32. 50
	91. 00
Defending order of the Interstate Commerce Commission.	
P. J. Farrell, under appointment of May 19, 1910:	
Traveling expenses.....	63. 50
Per diem.....	30. 00
Salary.....	75. 83
	169. 33
Defending order of the Interstate Commerce Commission.	
P. J. Farrell, under appointment of June 8, 1910:	
Traveling expenses.....	45. 50
Per diem.....	15. 00
Salary.....	86. 67
	147. 17
Defending order of the Interstate Commerce Commission.	
William E. Lamb, under appointment of Jan. 14, 1910:	
Traveling expenses.....	40. 00
Per diem.....	15. 00
Salary.....	26. 00
	81. 00
Defending order of the Interstate Commerce Commission.	
William E. Lamb, under appointment of June 9, 1910:	
Traveling expenses.....	74. 15
Per diem.....	45. 00
Salary.....	78. 00
	197. 15
Defending order of the Interstate Commerce Commission.	
Monroe C. List, under appointment of Oct. 5, 1908:	
Traveling expenses.....	329. 90
Per diem.....	247. 00
Salary.....	159. 00
	735. 90
Prosecution of alleged violation of the Federal safety-appliance act.	
John H. Marble, under appointment of Nov. 17, 1909:	
Traveling expenses.....	40. 00
Per diem.....	30. 00
Salary.....	65. 00
	135. 00
Prosecution of alleged violation of the act to regulate commerce.	
L. A. Shaver, under appointment of Dec. 12, 1908:	
Traveling expenses.....	7. 50
Per diem.....	5. 00
Salary.....	10. 00
	22. 50

Defending order of the Interstate Commerce Commission.

L. M. Walter, under appointment of June 5, 1905:	
Traveling expenses.....	\$108. 55
Salary.....	40. 00
	<hr/>
	148. 55

Prosecution of alleged violation of the Federal safety-appliance act.

L. M. Walter, under appointment of Mar. 28, 1905. (The records of the commission do not show any expenses under this appointment.)

L. M. Walter, under appointment of Dec. 1, 1905:	
Traveling expenses.....	9. 70
Salary.....	11. 11
	<hr/>
	20. 81

Prosecution of alleged violation of the Federal safety-appliance act.

L. M. Walter, under appointment of May 22, 1907:	
Traveling expenses.....	93. 13
Per diem.....	64. 00
Salary.....	111. 11
	<hr/>
	268. 24

Prosecution of alleged violation of the Federal safety-appliance act.

L. M. Walter, under appointment of Nov. 13, 1906:	
Traveling expenses.....	145. 08
Per diem.....	64. 00
Salary.....	83. 33
	<hr/>
	292. 41

Prosecution of alleged violation of the Federal safety-appliance act.

L. M. Walter, under appointment of Sept. 28, 1906:	
Traveling expenses.....	9. 25
Per diem.....	8. 00
Salary.....	11. 11
	<hr/>
	28. 36

Prosecution of alleged violation of the Federal safety-appliance act.

L. M. Walter, under appointment of Jan. 21, 1907:	
Traveling expenses.....	38. 30
Per diem.....	12. 00
Salary.....	20. 83
	<hr/>
	71. 13

Prosecution of alleged violation of the Federal safety-appliance act.

L. M. Walter, under appointment of Oct. 30, 1906:	
Traveling expenses.....	22. 50
Per diem.....	8. 00
Salary.....	11. 11
	<hr/>
	41. 61

Prosecution of alleged violation of the Federal safety-appliance act.

L. M. Walter, under appointment of Feb. 2, 1907:	
Traveling expenses.....	21. 25
Per diem.....	16. 00
Salary.....	27. 78
	<hr/>
	65. 03

Prosecution of alleged violation of the Federal safety-appliance act.

L. M. Walter, under appointment of May 3, 1907:	
Traveling expenses.....	7. 72
Per diem.....	12. 00
Salary.....	20. 83
	<hr/>
	40. 55

Prosecution of alleged violation of the Federal safety-appliance act.	
L. M. Walter, under appointment of Mar. 30, 1907:	
Traveling expenses.....	\$222.59
Per diem.....	104.00
Salary.....	180.56
	507.15
Prosecution of alleged violation of the Federal safety-appliance act.	
L. M. Walter, under appointment of Sept. 17, 1907:	
Traveling expenses.....	94.10
Per diem.....	65.00
Salary.....	99.31
	258.41
Prosecution of alleged violation of the Federal safety-appliance act.	
L. M. Walter, under appointment of Dec. 12, 1908:	
Traveling expenses.....	83.25
Per diem.....	30.00
Salary.....	50.00
	163.25
Defending order of the Interstate Commerce Commission.	
L. M. Walter, under appointment of Apr. 3, 1909:	
Traveling expenses.....	116.70
Per diem.....	110.00
Salary.....	225.00
	451.70
Defending order of the Interstate Commerce Commission.	
L. M. Walter, under appointment of May 4, 1909:	
Traveling expenses.....	43.50
Per diem.....	20.00
Salary.....	33.33
	96.83
Defending order of the Interstate Commerce Commission.	
L. M. Walter, under appointment of May 25, 1909:	
Traveling expenses.....	64.00
Per diem.....	25.00
Salary.....	41.67
	130.67
Defending order of the Interstate Commerce Commission.	
L. M. Walter, under appointment of Oct. 18, 1909:	
Traveling expenses.....	53.80
Per diem.....	30.00
Salary.....	65.00
	148.80
Defending order of the Interstate Commerce Commission.	
L. M. Walter, under appointment of Sept. 23, 1909:	
Traveling expenses.....	43.00
Per diem.....	15.00
Salary.....	32.50
	90.50
Defending order of the Interstate Commerce Commission.	
Roscoe F. Walter, under appointment of Mar. 7, 1908:	
Traveling expenses.....	121.40
Per diem.....	52.00
Salary.....	40.00
	213.40
Prosecution of alleged violation of the Federal safety-appliance act.	

Yours, very truly,

JUDSON C. CLEMENTS, *Chairman.*



LIBRARY OF CONGRESS



0 018 657 216 6

